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ABSTRACT

The collective bargaining agreement between University of California and University Council, American Federation of Teachers, Non-Senate Instructional Unit, for the period covering July 1, 1986-June 30, 1988, is presented. Items covered in the agreement include: unit recognition; academic freedom; academic responsibility; nondiscrimination; nonlecturer unit members; academic year and 9-month appointment; appointment; instructional support; professional meetings and programs; personnel files; benefits; retirement; leaves; per diem; holidays; moving expenses; medical separation; layoff, reduction in time, and reemployment; resignation; reassignment; rehabilitation; salary; merit; summer session; instructional workload; union rights; released time; payroll deductions; management rights; academic calendars; discipline and dismissal; sexual harassment; grievance procedure; arbitration; and no strike provision. Appendices include: a directory of benefit representatives for University of California campuses; a summary of benefits, retirement plans, and leaves; 1985-1986 salary tables; and a campus directory of sexual harassment complaint resolution officers. (SW)

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MEMORANDUM OF UNDERSTANDING

" " "

Irvine
Riverside
San Diego
San Francisco
Santa Barbara
Santa Cruz

UNIVERSITY OF CALIFORNIA

and

UNIVERSITY COUNCIL – AMERICAN FEDERATION OF TEACHERS

NON-SENATE INSTRUCTIONAL UNIT

U.S. DEPARTMENT OF EDUCATION
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July 1, 1986 – June 30, 1988

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PREAMBLE

A. This Memorandum of Understanding is entered into by The Regents of the University of California, a corporation, hereinafter referred to as the "University" and the University Council, American Federation of Teachers at the University of California, hereinafter referred to as "UC-AFT."

B. The purpose is to establish mutually the terms and conditions of employment and the rights of the parties to this Memorandum of Understanding. It is the intent and purpose of the parties hereto that this Memorandum of Understanding constitutes an implementation of the provisions of HEERA and provides for harmoneous and constructive employment relations in the interest of the public, the students, the University, and the employees represented by UC-AFT.

C. The parties recognize that good faith collective bargaining is a means of achieving this purpose through a process which gives legitimate expression to the concerns of the unit members as represented by the University Council, American Federation of Teachers and of the University of California.

Article I. RECOGNITION

A. The University recognizes the University Council - American Federation of Teachers as the exclusive representative for matters within the scope of representation for all employees within the PERB-certified Non-Senate Instructional Unit (SF-HR-18 and SF-UM-371-H), as amended, at the University of California, excluding employees designated as managerial, supervisory, or confidential.

B. The unit shall include:

Title Code	Title Name
1500	Associate in _____ 9 mos.
1505	Associate in _____ 9 mos. 1/9 payment
1510	Associate in _____ 11 mos.
1550	Associate in _____ Summer Session
1555	Assistant in _____ Summer Session
1600	Senior Lecturer - 9 mos.
1601	Visiting Senior Lecturer - 9 mos.
1602	Senior Lecturer - 9 mos. 1/9 payment
1604	Visiting Senior Lecturer - 9 mos. 1/9 payment
1605	Lecturer - 9 mos.
1606	Lecturer - 9 mos. 1/9 payment
1608	Visiting Lecturer - 9 mos.
1609	Visiting Lecturer - 9 mos. 1/9 payment
1610	Senior Lecturer - 11 mos.
1611	Visiting Senior Lecturer - 11 mos.
1615	Lecturer - 11 mos.
1616	Senior Lecturer - 11 mos. Continuity of Employment
1618	Visiting Lecturer - 11 mos.
1619	Lecturer - 11 mos. Continuity of Employment
1630	Adjunct Lecturer - 9 mos.
1632	Adjunct Lecturer - 9 mos. 1/9 payment
1634	Adjunct Lecturer - 11 mos.
1640	Senior Adjunct Lecturer - 9 mos.

1642	Senior Adjunct Lecturer - 9 mos. 1/9 payment
1644	Senior Adjunct Lecturer - 11 mos.
2210	Demonstration Teacher
2220	Supervisor of Teacher Education
2240	Coordinator of Field Work - 9 mos.
2245	Coordinator of Field Work - 11 mos.
2250	Field Work Supervisor - 9 mos.
2255	Field Work Supervisor - 11 mos.
2260	Field Work Consultant - 9 mos.
2265	Field Work Consultant - 11 mos.
2285	Nursery School Teacher
2427	Substitute Teacher
2460	Teacher - Special Programs
2650	Teacher - Lawrence Hall of Science

C. The following changes in title codes will occur within six months of the implementation of this Memorandum of Understanding; 1) faculty/instructors in the unit appointed to title codes 1500, 1505, 1510, 1608, 1609, 1618, 1630, 1632 and 1634, shall be redesignated as Lecturer; 2) faculty/instructors in the unit appointed to title codes 1601, 1604, 1611, 1640, 1642 and 1644, shall be redesignated as Senior Lecturer; 3) faculty/instructors in the unit apointed as Senior Lecturer (title codes 1600, 1602 and 1610) will be retitled Senior Lecturer - Potential Security of Employment; 4) faculty/instructors in the unit appointed as Lecturer (title codes 1605, 1606 and 1615) will be retitled Lecturer - Potential Security of Employment; and, 5) faculty/instructors in the unit appointed as Associates and Assistants in _____ Summer Session (title codes 1550 and 1555) will be retitled Lecturer in Summer Session. A list of unit title codes as modified by this section is shown in Appendix A.

D. The recognized unit may be modified by agreement of the parties to this Memorandum of Understanding, pursuant to the rules and regulations of the Public Employment Relations Board. Any approved modification automatically becomes part of this Memorandum of Understanding.

E. Any new non-student, non-Senate instructional title/title code shall be subject to meeting and conferring to determine its bargaining unit status. If the University proposes to move a title/title code out of the bargaining unit, it shall give at least ninety (90) calendar days' notice of such action to the University Council - American Federation of Teachers, and upon request, shall meet and confer concerning the bargaining unit status within thirty (30) calendar days of receiving such a request.

F. If an abolished unit title/title code is re-established, the University agrees that the title will be included in the unit.

G. If the University proposes to move an individual out of the unit during that individual's term of appointment, the University when possible will provide thirty (30) calendar days' notice to the AFT and upon request will meet and confer regarding the individual's unit status. The provisions of this section will not apply in cases where a faculty/instructor in the unit elects to accept a position outside the unit.

H. Unresolved disputes regarding the above will be pursued through the PERB unit modification process.

Article II. ACADEMIC FREEDOM

A. Academic freedom will extend to faculty/instructors in the unit through applicable provisions of the Academic Freedom Policy in effect at the time at the location of the faculty/instructors in the unit.

B. Complaints alleging violation(s) of academic freedom may be reviewed in accordance with the procedures of the Academic Senate at the location of the faculty/instructors in the unit.

Article III. ACADEMIC RESPONSIBILITY

A. Academic freedom safeguards must be accompanied by an equally demanding standard of academic responsibility, requiring responsible service, consistent with the objectives of the University.

B. Faculty/instructors in the unit are responsible for the effective instruction of students. Aspects of effective instruction include but are not limited to teaching classes in accordance with course objectives and published schedules at locations approved by the University. The faculty/instructor in the unit is expected to be competent in his/her chosen field and be able to communicate effectively with students in a way which creates an environment that stimulates imaginative thinking and encourages critical and analytical skills. Faculty/instructors in the unit are expected to advise students on academic matters, and maintain a responsible, professional relationship with students. Faculty/instructors in the unit will carefully insure equal application of class standards and requirements. The faculty/instructor in the unit should maintain an active interest in the advances and current thinking in his/her subject area, and be able to relate such information to his/her teaching in an organized manner through incorporation into course materials. By accepting responsibilities in all of the aforesaid areas, the faculty/instructor in the unit commits to excellence in education and dedication to student needs.

C. Academic responsibility also includes the requirement that the faculty/instructor in the unit follow University regulations regarding special services to individuals and organizations outside of the University, and University regulations on outside professional activities and disclosure of financial interest. Should the University seek to make significant changes or amendments to the above regulations as they apply to faculty/instructors in the unit the parties will meet and discuss regarding the proposed significant changes and amendments. The sole exception to the above shall be any significant changes or amendments proposed by the University which affect only faculty/instructors in the unit, in which case the University agrees to meet and confer with respect to the proposed change.

Article IV. NONDISCRIMINATION IN EMPLOYMENT

A. The University will not engage in unlawful discrimination in the application of the provisions of this Memorandum of Understanding because of race; color; religion; marital status; national origin; sex; sexual orientation; physical or mental handicap; medical condition (according to the California Fair Employment and Housing

Act); political affiliation; union activity; status as a Vietnam-era veteran or disabled veteran, or because of age or citizenship.

B. Complaints alleging unlawful discrimination are reviewable as grievances only if they allege a violation of a section of this Memorandum of Understanding which is subject to Article XXXIII. Grievance Procedure and only to the extent that that section is reviewable. However, the UC-AFT may bring to the attention of the University those employment activities it deems to be in conflict with this Article.

C. Grievances filed in accordance with Section B. are appealable to arbitration only if they allege a violation of a section of this Memorandum of Understanding which is subject to Article XXXIV. Arbitration.

D. Complaints alleging unlawful discrimination not reviewable under Section B. may be processed in accordance with any academic or administrative complaint resolution process in effect at the time at the location of the faculty/instructor in the unit.

Article V. NON-LECTURER UNIT MEMBERS

A. Definitions

1. Coordinators of Field Work (2240, 2245) are academic appointees who are charged with the primary responsibility for the maintenance of the education standards and effective functioning of the field work course/practicum. Other academic duties may include serving on academic and administrative committees.

2. Field Work Consultants (2260, 2265) are academic appointees whose principal duties normally consist of consulting with social welfare agencies about arrangements for the field work course, advising and counseling graduate professional students about their programs, consulting with field work supervisors about the students' field work experience, and determining the field work grade. Other academic duties may include serving on academic and administrative committees.

3. Field Work Supervisors (2250, 2255) are academic appointees who normally are based in a social welfare agency where the appointee teaches the essentials of professional social work practice. Field work supervisors are responsible to the social welfare agency for the caseload assigned to the student unit and for such other duties and responsibilities as may be mutually agreed upon by the agency and the school. Other Field Work Supervisors are responsible for the supervision of the clinical practicum of students. Other academic duties may include serving on academic and administrative committees.

4. Demonstration Teachers (2210) are teachers who are employed in University Elementary Schools, in cooperating schools, or in other University-sponsored educational programs to demonstrate teaching procedures and practices to University student observers. Demonstration teachers also may assist these students in other assignments they may have.

5. Nursery School Teachers (2285) are responsible for planning the teaching and activity programs of the nursery school. Nursery School Teachers may supervise the work of several nursery school assistants, cooperate with individual faculty members and research staff in integrating the programs of the nursery school, administers standardized tests as part of the maintenance of research records, and confer with parents.

6. Substitute Teachers (2427) are teachers employed on a short-term basis to provide instruction in the absence of regularly assigned teachers, on a by-agreement basis, in the University Elementary School on the Los Angeles campus.

7. Teacher-Special Programs (2460) are teachers who normally teach non-regular classes to University and Non-University students usually on a part-time by-agreement basis.

8. Teacher - Lawrence Hall of Science (2650) teach community based classes through the Lawrence Hall of Science to non-University students on a by-agreement basis.

9. Supervisors of Teacher Education (2220) are responsible for teacher education and teaching method programs. Supervisors of Teacher Education supervise the work of University students doing student teaching in elementary and secondary school classrooms. Supervisors of Teacher Education may also conduct teaching seminars, methods courses and other regular University courses. They shall be required to comply with state law(s) regarding active classroom participation.

B. Grievability

The provisions of this Article are not subject to Article XXXIII. Grievance Procedure.

Article VI. ACADEMIC YEAR - Nine Month Appointment

A. Faculty/instructors in the unit appointed for the entire academic year will be paid on a 1/12th basis. The pay period dates are July 1 through the following June 30. This pay period is to be used regardless of the percent time of the appointment or the date the appointment is made. For appointments made prior to July 1, paychecks commence August 1 and end the following July 1. For appointments made on or after July 1, paychecks will commence on the nearest paycheck release date and end the following July 1. For appointments made on or after July 1, salary payments will be retroactive to July 1. For appointments made after July 1, University of California Retirement System (UCRS) service credit and UCRS salary deductions for eligible faculty/instructors in the unit will be made retroactive to July 1. Faculty/instructors in the unit will not be eligible for benefits prior to their enrollment in benefits programs for which they are eligible and will not contribute for months of ineligibility.

B. Faculty/instructors in the unit initially appointed for more than one consecutive term within an academic year will be eligible for health benefits in each term of service if the percentage of time of the appointment in at least one of the terms qualifies them for health benefits coverage.

Article VII. APPOINTMENT

A. General Provisions

1. Upon the execution of this Memorandum of Understanding the provisions of APM 287-17 (Terms of Service) shall no longer be applicable.

2. When a faculty/instructor in the unit is offered an appointment or reappointment, she or he shall be informed in writing of:

   a) the title of the position;

   b) the salary rate;

   c) the name of the employing department;

   d) the period(s) for which the appointment is effective;

   e) the percentage of time;

   f) the nature of the appointment and the general responsibilities; and,

   g) the name of the department chair, program head or other person to whom the faculty/instructor in the unit reports.

3. Letters of appointment or reappointment shall be consistent with this Memorandum of Understanding. If conflicts exist, this Memorandum of Understanding shall be controlling.

4. The appointment or reappointment shall have a definite ending date and shall terminate on the last day of the appointment set forth in the letter of appointment. The appointment or reappointment may be terminated prior to the ending date of the appointment in accordance with the provisions of this Memorandum of Understanding.

5. The University has the sole right to assign employees to teach courses offered by the University, and to assign other duties. Whenever possible the faculty/instructor in the unit should be consulted in advance of these assignments.

6. One (1) year of service is defined as three (3) quarters or two (2) semesters for 9-month appointees and four (4) quarters or equivalent for 11-month appointees at any percentage of time of service in any unit title at the same campus.

7. Lecturers on track to SOE and the Lecturers with COE, title codes 1600, 1602, 1605, 1606, 1610, 1615, 1616, and 1619, will be appointed and evaluated in accordance with the applicable procedures currently in effect at the time of implementation of the Memorandum of Understanding, unless otherwise agreed to in writing by the parties to this Memorandum of Understanding.

8. Provisions of this article will not apply to faculty/instructors in the unit whose appointments have indefinite ending dates.

9. All appointment and reappointment decisions shall be made at the sole discretion of the University except as provided herein

and shall not be subject to Article XXXIII. Grievance Procedure except for procedural violations.

10. The provisions of this Article are not subject to Article XXXIV. Arbitration.

B. Initial Appointment and Reappointment

1. Appointment and Reappointment

a) Normally, the initial appointment shall be for a period of service of one (1) academic year or less. However, the initial appointment may be for a period of up to two (2) academic years.

b) Reappointment(s) during the first six (6) years of service at the same campus may be for a period of up to three (3) academic years.

c) The duration of an appointment or reappointment shall be at the sole discretion of the University, except as provided in this Article.

2. Evaluation

a) Any reappointment shall be preceded by an evaluation of the performance of the faculty/instructor in the unit which shall be undertaken in accordance with each campus' applicable review procedure in effect at the time.

b) As soon as possible prior to the initiation of an evaluation faculty/instructors in the unit shall be notified of the purpose, timing, criteria, and procedure that will be followed.

c) Evaluations of individual faculty/instructors in the unit for reappointment are to be made on the basis of demonstrated competence in the field and demonstrated ability in teaching and other assigned duties which may include University co-curricular and community service. Reappointment to the senior rank requires, in addition, service of exceptional value to the University.

d) Faculty/instructors in the unit may provide letters of assessment from others including departmental faculty/instructors in the unit to the department chair, the chair's equivalent or other designated official as part of the evaluation process.

C. Post Six Years of Service

1. Reappointments

a) Reappointments which commence at or beyond six (6) years of service at the same campus can be made only when the following criteria have been met:

1) there is a continuing or anticipated instructional need as determined by the University; or, there is a need for teaching so specialized in character that it cannot be done with equal effectiveness by regular faculty

members or by strictly temporary appointees; and, if so found,

2) the instructional performance appropriate to the responsibilities of the faculty/instructor in the unit has been determined by the University to have been excellent, based upon the criteria specified in Section E.

b) Provided that the criteria set forth in Section C.1.a) continue to be met, reappointments shall be made for three-year periods. The three-year appointment does not guarantee that either the percentage of appointment or the specific teaching assignment will be constant for each quarter or semester during the term of the three-year appointment. The appointment letter shall specify the minimum percentage time for each quarter or semester of the three-year period and the quarters or semesters during which the faculty/instructor in the unit shall be employed. Faculty/instructors in the unit appointed at less than 100% time and/or for less than the full academic year may be subsequently offered additional courses or additional academic duties.

c) Review for subsequent three-year appointments will normally occur during the second year of each three-year appointment.

2. Evaluation

a) If the University has determined that continuing need exists, as set forth in Section C.1.a)1), reappointments at the same campus beyond six (6) years of service shall be made following a positive evaluation of performance [as described in Section C.1.a)2) and Section E.] in accordance with Section F. and applicable campus review procedures in effect at the time.

b) A faculty/instructor in the unit being evaluated may provide letters of assessment and/or other relevant materials to the evaluation file prepared by the University, which shall be included as part of the evaluation process. Those from whom letters may be provided include but are not limited to:

1) departmental faculty/instructors in the unit;

2) departmental academic senate faculty;

3) other academic appointees;

4) students; and/or,

5) others external to the University of California.

c) The faculty/instructor in the unit may submit written comments which shall be included in his/her personnel file.

3. Notice of Non-reappointment

a) In the event that a faculty/instructor in the unit on an appointment which commenced at or beyond six (6) years of service is not granted a reappointment, twelve (12) months written notice of non-reappointment shall be given to the faculty/instructor in the unit. If less than twelve (12) months written notice is given, the faculty/instructor in the unit shall not be considered on pay status past the termination date of the appointment but shall receive a lump sum salary payment in lieu of notice for the time between the termination date of the appointment and the completion of the twelve (12) month notice.

b) A faculty/instructor in the unit with an appointment which commences after six (6) years of service who receives a notice of non-reappointment shall be provided, upon timely request, with a written statement specifying the reasons for the non-reappointment decision. The faculty/instructor in the unit may request in writing such a statement from the appropriate University official within fourteen (14) calendar days after the date of issuance of the notice of non-reappointment. The response shall be issued to the faculty/instructor in the unit within thirty (30) calendar days of the date of the written request.

4. Appeal of the Decision of Non-reappointment

a) If after consideration of the written response the faculty/instructor in the unit believes that the decision of non-reappointment was based on factors other than academic judgment, the faculty/instructor in the unit may request an appeal of the decision.

b) The appeal shall be made in writing and shall be directed to the appropriate University official, who shall be designated by the University, and shall be someone other than the official who issued the decision not to reappoint.

c) The appeal shall be made within fifteen (15) calendar days from the date of issuance of the written response. The appeal must clearly demonstrate that the decision not to grant a reappointment was based on criteria other than academic judgment.

d) The appeal shall also include any and all materials the faculty/instructor in the unit is relying upon to support the allegation.

e) Upon receipt of the written appeal, the University official designated in Section C.4.b) above shall within thirty (30) calendar days:

1) attempt to resolve the matter to the satisfaction of the faculty/instructor in the unit; or,

2) appoint an appeal panel.

f) In the event that the matter is not satisfactorily resolved under Section C.4.e)1), the appropriate University official shall appoint an appeal panel.

g) The appeal panel shall consist of three (3) academic employees outside the department of the faculty/instructor in the unit. At least one (1) of the panel members must be a faculty/instructor in the unit who shall be selected by the faculty/instructor in the unit who requested the review from an annual list of at least six (6) names supplied by the University or by other procedures as specifically set forth in this Memorandum of Understanding. The remaining members of the panel shall be selected by the University.

h) The appropriate University official shall forward to the panel the materials provided by the faculty/instructor in the unit as specified in Sections C.4.c) and C.4.d) above.

i) The panel may establish its own review procedures consistent with the provisions of this article.

j) If the panel is satisfied that the decision not to grant a reappointment may have been for reasons other than academic judgment, the panel shall then consider any materials submitted to the panel on behalf of the University. The panel may request personal interviews and/or written statements from any member of the academic community who may have relevant information including the faculty/instructor in the unit. The panel is not authorized to substitute its academic judgment for that of the University official who determined that the faculty/instructor in the unit would not be reappointed.

k) The report of the panel shall be made within thirty (30) calendar days of its appointment, and shall be advisory to the appropriate University official and shall be limited to an assessment of whether the decision not to grant a reappointment may have been based on factors other than academic judgment.

l) If it is determined by the appropriate University official described in Section C.4.b) above that the decision not to reappoint shall be reconsidered, the reconsideration process shall exclude the administrator who made the decision under appeal.

m) The appropriate University official as described in Section C.4.b) above shall provide the faculty/instructor in the unit with a copy of the report of the panel, which will include the names of the panel members and shall inform the faculty/instructor in the unit in writing of the final decision regarding the appointment.

n) The final decision shall not be subject to the Grievance Procedure of this Memorandum of Understanding except for procedural violations.

D. Current Long-Term Appointees

1. The current long-term appointees are faculty/instructors in the unit who at the effective date of the Memorandum of Understanding have more than twelve (12) quarters or eight (8) semesters or the equivalent of University service.

2. Upon implementation of this Memorandum of Understanding, all current faculty/instructors in the unit who meet the criteria below shall be eligible for consideration for a three-year reappointment as specified in Section C.1.:

   a) Those with thirty (30) quarters or its equivalent or more of actual service shall be eligible for consideration in the first academic year following the implementation of this Memorandum of Understanding.

   b) Those with twenty-one (21) through twenty-nine (29) quarters or its equivalent service shall be eligible for consideration no later than the second academic year following the implementation of this Memorandum of Understanding.

   c) Current faculty/instructors in the unit with twelve (12) through twenty (20) quarters or its equivalent of service shall be eligible for consideration in the second academic year following implementation of this Memorandum of Understanding.

3. The University shall provide to the UC-AFT a list of faculty/instructors in the unit who are eligible to be evaluated in accordance with Section D.2 above. The parties shall meet to resolve any disputes.

4. Any current long term appointee with eighteen (18) quarters or more equivalent service who is not granted a three-year appointment under the provisions of Sections C.1. and C.2. of this Article will be given a minimum of one (1) quarter/semester notice and may request an appeal of the decision under the procedures specified in Sections C.3.b) through C.4.n), inclusive.

E. Evaluation Criteria

1. Evaluations of individual faculty/instructors in the unit for reappointment are to be made on the basis of demonstrated competence in the field and demonstrated ability in teaching and other assigned duties which may include University co-curricular and community service. Reappointment to the senior rank requires, in addition, service of exceptional value to the University.

2. Criteria

   a) Instructional performance is to be measured by evaluation of evidence demonstrating such qualities as:

      1) command of the subject matter and continued growth in mastering new topics;

      2) ability to organize and present course materials;

      3) ability to awaken in students an awareness of the importance of the subject matter;

      4) ability to arouse curiosity in beginning students and to stimulate advanced students to do creative work; and,

5) achievements of students in their field.

b) Due attention should be paid to the variety of demands placed on instructors by the types of teaching called for at various levels and the total performance of the faculty/instructor in the unit should be judged with proper reference to assigned teaching responsibilities.

3. Evidence

a) Evidence of teaching excellence is exemplified by the following:

1) student evaluations;

2) assessment by former students who have achieved notable professional success;

3) assessments by other members of the department, and other appropriate faculty members;

4) development of new and effective techniques of instruction and instructional materials; and,

5) assessments resulting from classroom visitations by colleagues and evaluators.

F. Procedures For Departmental Review

1. The department chair or unit head will choose one of the following procedures when evaluating a faculty/instructor in the unit:

a) evaluation by departmental committee in which at least one member of the evaluation committee is a faculty/instructor in the unit; the recommendation is to be sent to department chair or unit head;

b) evaluation by a departmental chairperson or program head; or,

c) evaluation by a departmental committee in accordance with written departmental evaluation procedures in effect at the time or developed as a result of this Memorandum of Understanding.

2. As soon as possible prior to the initiation of an evaluation faculty/instructors in the unit shall be notified of the purpose, timing, criteria, and procedure that will be followed.

3. Faculty/instructors in the unit may decline service on a peer evaluation committee.

4. The faculty/instructor in the unit shall receive a copy of the evaluation indicating the sources of evidence on which its appraisal of teaching excellence was based prior to the recommendation of the department chair or unit head.

5. The faculty/instructor in the unit may submit a written response to her/his evaluation which shall be included in her/his personnel file.

6. It is the responsibility of the departmental evaluator(s) to review all evidence including evaluations of the faculty/instructor in the unit solicited from students concerning the teaching effectiveness of the faculty/instructor in the unit at lower division, upper division, and graduate level of instruction where relevant.

Article VIII. INSTRUCTIONAL SUPPORT

A. Faculty/instructors in the unit will be provided reasonable access, as determined by the University, to available office space, telephones, typewriters, computer facilities, duplicating equipment, office supplies, clerical assistance and reading and teaching assistance for course related work.

B. Faculty/instructors in the unit may apply for grants for instructional improvement and course development and may apply or be nominated for teaching awards. Faculty/instructors in the unit are eligible for and may request course support funds, and such requests shall not be capriciously denied, or denied solely on the basis of bargaining unit membership.

C. Information pertaining to available campus instructional grants and awards shall be made available to faculty/instructors in the unit by the same means as those used for other instructional appointees.

D. On an exceptional basis, at the sole discretion of the University, faculty/instructors in the unit may be granted Principal Investigator status.

E. Grievability of this Article is limited to the provisions of Article XXXIII. Grievance Procedure.

Article IX. PROFESSIONAL MEETINGS AND PROGRAMS

A. Faculty/instructors in the unit may be granted leave to attend professional meetings and programs. In each case payment of fees, payment of related costs and pay status are at the sole discretion of the University.

B. When a leave has been granted pursuant to this Article, the University will notify the faculty/instructor in the unit in writing of the period of the leave, the pay status of the faculty/instructor in the unit during the leave, and which fees or related costs, if any, will be paid.

C. When the University requires attendance at a professional meeting or program, the University will notify the faculty/instructor in the unit in writing and will pay the fees and related costs. Programs which are suggested or recommended, but not required, are not "required" within the meaning of this Article.

D. The faculty/instructor in the unit shall be responsible for the submissions of any course reports, etc. required during the period of the leave. The faculty/instructor in the unit, whenever possible, agrees to consult with and assist the University in securing a replacement.

E. Only the provisions of Sections B. and C. are subject to Article XXXIII. Grievance Procedure and Article XXXIV. Arbitration.

Article X. PERSONNEL FILES

A. Access

Faculty/instructors in the unit shall have the right of access to all non-confidential reports, documents, correspondence, and other material in their official personnel file(s). Faculty/instructors in the unit shall be entitled to comprehensive summaries of confidential material, if any, in their personnel files(s).

B. Right to Inspect

The University shall designate an office in which the personnel file shall be maintained. The University shall also designate an office with overall responsibility for personnel files. The office so designated will be the office to which a faculty/instructor would make a request to inspect her/his file(s). Faculty/instructors in the unit shall have the right to have a UC-AFT representative or another person of her or his choice accompany her or him to inspect her or his file(s) so long as the person chosen is not a supervisor, manager or confidential employee. Upon reasonable notice, the faculty/instructor in the unit, with or without a representative, may examine non-confidential material in his or her personnel file(s). Faculty/instructors in the unit may give written authorization to a representative to review their file(s) in their absence. The written authorization shall be valid for thirty (30) calendar days from the date of the signature of the authorization or within a written time limit specified by the faculty/instructor in the unit, whichever is shorter. The representative shall be entitled to examine all non-confidential material except that only the faculty/instructor in the unit may receive any comprehensive summary of confidential material if there is such a summary in the file. Records protected by recognized legal privilege and records exempted from disclosure by law may be withheld from the faculty/instructor in the unit and his/her representative. Subject to these exceptions, unsolicited documents which request confidentiality shall be returned to the originator or destroyed.

C. Right to Copy Material

Under normal circumstances, within ten (10) working days of a written request, a faculty/instructor in the unit shall be given a complete copy of the requested non-confidential items in the personnel file and a listing of the types of confidential material within the file. If a written request for a summary of confidential material is received by the University, the request shall be fulfilled within thirty (30) working days, under normal circumstances. The University will provide the first copy of such material at no cost to the faculty/instructor in the unit. Subsequent copies will be provided at a cost of ten cents ($.10) per page.

D. Any non-confidential item placed in a personnel file shall be clearly identified as to its source or originator and its date of receipt by the University.

E. Faculty/instructors in the unit may have responses or documentation attached for the purpose of challenging or responding to materials in the personnel file. Any response shall become a part of the file of the faculty/instructor in the unit. Faculty/instructors in the unit may request, in writing, deletions and/or corrections of materials from their file.

F. Only authorized personnel shall have access to a personnel file of a faculty/instructor in the unit. Such access shall be solely for official University business.

G. Should a legal court of final determination order a change in the current determination of confidential materials or access thereto, the parties agree to sever this article in accordance with Article XXXIX. Severability and to meet and confer to negotiate a new article on personnel files which reflects the court's decision.

H. Confidential material, personal information, legal privilege, and records exempted by law from disclosure shall be as defined in the California Evidence Code or by other statutes and relevant case law and shall not be subject to Article XXXIII. Grievance Procedure.

I. The provisions of this Article are not subect to Article XXXIV. Arbitration.

Article XI. BENEFITS

A. Faculty/instructors in the unit are eligible for benefits to the same extent as are other non-Senate academic employees at the same campus. Faculty/instructors in the unit may be eligible to participate in a number of University benefit programs such as, but not limited to, health insurance, dental insurance, life insurance, auto/home insurance, University savings programs, parking, fee waiver, work-incurred injury, recreational facilities, on and off campus housing and housing loans, death payments, and access to child care facilities. For informational purposes only, summaries of these plans and the eligibility for them are attached as Appendix B of this Memorandum of Understanding.

B. The UC-AFT further understands and agrees that the University may at its option during the term of this Memorandum of Understanding make changes such as, but not limited to, the addition or deletion of benefits, and the alteration of coverage, rate of contribution, or carrier of these plans. If the University does so, such changes will apply to faculty/instructors in the unit eligible for benefits to the same extent as they apply to other non-Senate academic employees at the same campus. The University shall, if feasible, provide the UC-AFT with at least thirty (30) calendar days' advance notice of changes to benefit plans, coverages, schedules, carriers, providers, premium rates, eligibility criteria, and employer/employee contributions. The parties agree to make reasonable efforts to meet in advance of implementation to discuss any changes; failure to meet will not affect the implementation date of any changes.

C. Exceptions to the above shall be:

1. any alterations proposed by the University which affect only faculty/instructors in the unit, shall be subject to meet and

confer with respect to the proposed changes before implementation of said changes; and,

2. reductions in benefits or increases in employee costs which affect only members of this unit and other non-Senate academic employees shall be subject to meet and confer.

Article XII. RETIREMENT

A. Eligible faculty/instructors in the unit covered by this Memorandum of Understanding may participate in the University of California Retirement System (UCRS) plans. For informational purposes only, a summary of the UCRS plans including eligibility criteria is attached as Appendix C of this Memorandum of Understanding.

B. Criteria regarding mandatory retirement age will be as set forth in statute and University policy. Any changes in University policy regarding mandatory retirement age affecting faculty/instructors in the unit is subject to the meet and confer process.

C. Faculty/instructors in the unit who are otherwise eligible shall have the option of investing in any University savings programs including any Regentally approved South Africa-free Social Investment Programs.

D. Faculty/instructors in the unit covered by alternative retirement plans are subject to the provisions of those retirement plans.

E. Any alterations in the retirement system plans or eligibility criteria for UCRS, during the term of this Memorandum of Understanding, which affect only faculty/instructors in the unit, are subject to the meet and confer process prior to their implementation.

Article XIII. LEAVES

A. General Leaves With and Without Pay

1. Faculty/instructors in the unit may apply for leaves for illness, injury, personal emergency, childbearing leave, vacation leave, military leave, jury duty, witness leaves, governmental service leave, leaves to attend professional meetings, and other leaves with and without pay. Descriptions of these leaves and the eligibility criteria for them are attached as Appendix D of this Memorandum of Understanding.

   The UC-AFT further understands and agrees that the University may at its option during the term of this Memorandum of Understanding make changes in leave policy. If the University does so, such changes will apply to eligible faculty/instructors in the unit to the same extent as they apply to other academic employees. The University shall, if feasible, provide the UC-AFT with at least thirty (30) calendar days' advance notice of changes in leave policy. The parties agree to make reasonable efforts to meet in advance of implementation to discuss any changes; failure to meet will not affect the implementation of any changes.

Any alterations proposed by the University which affect only faculty/instructors in the unit shall be subject to meet and confer with respect to the proposed changes before implementation of said changes.

Whenever possible, faculty/instructors in the unit on leave agree to assist and consult with colleagues who, with the approval of the department chair, are able and willing to carry on the duties which the faculty/instructor in the unit is unable to perform while on leave.

2. Faculty/instructors in the unit shall be advised in writing of the reason(s) for denial of a leave request, and the reasons shall not be arbitrary, capricious or unreasonable.

3. No faculty/instructor in the unit shall be denied reappointment, promotion or merit increase as a result of application for, or reception of, leaves.

4. No faculty/instructor in the unit shall have his or her duties unreasonably modified upon return from leave. The faculty/instructor in the unit, whenever possible, agrees to consult with and assist the department chair in the determination of the reassignment.

5. No leave will be for a period beyond the ending date of appointment.

6. A paid leave of absence shall not be granted at a percentage of time greater than that of the appointment.

7. A faculty/instructor in the unit on approved leave of absence without pay may elect to continue University-sponsored life insurance, health plans and dental coverage for the period of the leave. A faculty/instructor in the unit who so elects must make arrangements with the University prior to commencement of the leave to pay the entire premium amount herself/himself.

8. If the eligible faculty/instructor in the unit is on leave without pay more than half a calendar month, sick leave, vacation, seniority credit and retirement credit do not accrue.

B. Grievability and Arbitrability

1. The provisions of this Article are subject to Article XXXIII. Grievance Procedure.

2. Only the procedural issues of this Article are subject to Article XXXIV. Arbitration.

Article XIV. PER DIEM

A. The University shall reimburse faculty/instructors in the unit for related per diem and expenses for required travel on official University business. Reimbursement rates and methods shall be those provided in general to other University employees.

B. When faculty/instructors in the unit on requested and approved travel are reimbursed in whole or in part for per diem and

expenses, the same criteria for payment as are currently applied to other University employees will be used.

Article XV. HOLIDAYS

A. The University observes the following days as administrative holidays:

New Year's Day	Thanksgiving Day
Third Monday in January	Friday following Thanksgiving Day (or announced equivalent)
Third Monday in February (or announced equivalent)	December 24 (or announced equivalent)
Last Monday in May	Christmas Day
Fourth of July	December 31 (or announced equivalent); and,
Labor Day	

one administrative holiday to be selected by the University.

B. Official holidays for both nine (9) month and eleven (11) month appointees are those administrative holidays as set forth annually in the University calendar and which occur during the appointee's period of service with the University. Periods of academic recess are not regarded as holidays.

C. Unless alternate days are designated by the University, when a holiday falls on a Sunday, the following Monday is observed; and when a holiday falls on a Saturday, the preceeding Friday is observed.

D. Faculty/instructors in the unit working at non-University locations shall observe the official holidays observed at those locations in lieu of the holidays listed above.

Article XVI. MOVING EXPENSES

A. A faculty/instructor in the unit who accepts a position at a different campus may be provided covered moving expenses.

B. Determinations regarding eligibility for reimbursement and determinations regarding which expenses, if any, will be covered are made at the sole discretion of the University.

Article XVII. MEDICAL SEPARATION

A. When a faculty/instructor in the unit is unable to perform essential assigned functions satisfactorily because of any medical (including psychological) condition, that faculty/instructor in the unit may be medically separated pursuant to this Article. A faculty/instructor in the unit who is medically separated is eligible for special reemployment procedures as set forth in Section G. Except by mutual consent a faculty/instructor in the unit shall not be separated under this Article while on any authorized leave. A medical separation may be based on the receipt of long term disability payments from a retirement system to which the University contributes, such as UCRS.

B. The University shall pay the reasonable costs of any medical and psychiatric examinations requested by the University. When feasible, the University will present the faculty/instructor in the unit with a list of authorized medical practitioners from which the faculty/instructor in the unit may select one.

C. A medical separation shall be based on:

1. a statement describing the essential functions the faculty/instructor in the unit is not performing satisfactorily;

2. a statement comparing the essential functions the faculty/instructor in the unit is not performing satisfactorily to the benefits to the University created by the disability;

3. a description of any reasonable accommodations considered and why these have not enabled the faculty/instructor in the unit to perform essential assigned functions satisfactorily; and,

4. any medical, psychiatric or other pertinent information presented by the faculty/instructor in the unit, the faculty/instructor in the unit's medical examiner(s), or the University.

D. When the University intends to medically separate a faculty/instructor in the unit, the faculty/instructor in the unit shall be given written notice of the intent to separate for medical reasons. The notice shall:

1. be given to the faculty/instructor in the unit either by delivery of the notice to the faculty/instructor in the unit in person, or by mail with proof of service;

2. state the reason for the medical separation;

3. include copies of pertinent material considered, except that excluded by medical privilege or applicable statute;

4. state that the faculty/instructor in the unit or representative has the right to respond, and to whom, within ten (10) calendar days from the date of issuance of such notice of intent, either orally or in writing, regarding the medical separation; and,

5. state the proposed effective date of the action, which shall be no earlier than thirty (30) calendar days from the date of this notice.

E. Upon request, copies of medical records from a University appointed medical examiner will be forwarded to the physician of record or choice of the faculty/instructor in the unit.

F. If there is a disagreement as to the appropriateness of the medical separation, the faculty/instructor in the unit may request a meeting with a designated University official within fifteen (15) days of the date of the notice. If the University determines that a medical separation is appropriate and that no reasonable accommodation can be made, the faculty/instructor in the unit will be give written notice of the medical separation. The notice shall:

1. specify the effective date of the medical separation;

2. state the reasons for the medical separation; and,

3. state the right of the faculty/instructor in the unit to grieve the action to the fullest extent provided by this Memorandum of Understanding.

G. For a period of one year following the date of a medical separation, a faculty/instructor in the unit may be selected for a position within the unit without the requirement that the position be publicized. However, if the faculty/instructor in the unit is receiving disability benefits from a retirement system to which the University contributes, the period shall be three (3) years from the date benefits commenced. If a faculty/instructor in the unit separated under this Article is reemployed in the unit within the allowed period, a break in service shall not occur.

Article XVIII. LAYOFF, REDUCTION IN TIME, AND REEMPLOYMENT

A. Responsibility and Notice

1. The University shall have the sole discretion to determine when a layoff or reduction in time is necessary.

2. All provisions of this Article which apply to the implementation of the layoff decision as provided shall not be applied in an arbitrary, capricious or unreasonable manner.

3. Affected faculty/instructors in the unit shall be given written notice of the effective date of any layoff or reduction in time. Whenever practicable notice will be given as follows, subject to the provisions of Section A.5. below:

   a) faculty/instructors in the unit on quarter or semester appointments or initial one-year appointments will be given at least thirty (30) calendar days advance written notice;

   b) faculty/instructors in the unit with an appointment of at least one year with four (4) through nine (9) quarters or equivalent of University service at the campus will be given at least sixty (60) calendar days advance written notice;

   c) faculty/instructors in the unit with an appointment of at least one year with ten (10) or more quarters or equivalent University service at that campus unless covered by d) below will be given at least ninety (90) calendar days advance written notice; and,

   d) faculty/instructors in the unit with six (6) years or more of service at a campus, on three-year appointments, will be entitled to at least one (1) year's notice unless that faculty/instructor in the unit has already received a twelve (12) month notice of non-reappointment as specified in Article VII. Appointment. If notice of layoff occurs after the twelve (12) month notice of non-reappointment has issued, the notice of layoff or pay in lieu of notice shall not extend eligibility beyond the twelve (12) month notice period as set forth in the notice of non-reappointment.

4. Where advance notice of layoff is not practicable, such as in emergency situations, pay in lieu of notice will be provided subject to the provisions of Section A.5. Pay in lieu of notice shall not exceed the minimum time periods set forth above. Pay in lieu of notice is not provided for reduction in time.

5. The period of notice will not extend past the expiration date of an appointment. Pay in lieu of notice will not be greater than the amount of pay the faculty/instructor in the unit would have received through the last day of appointment.

6. When the faculty/instructor in the unit is notified, the University will mail notice to the UC-AFT of the effective date of any layoff or reduction in time and the identity of the faculty/instructor in the unit affected. Nothing in this Article shall preclude the department chair or unit head from consulting with the faculty/instructors in the affected unit. If the department chair or unit head chooses not to consult, the University shall upon request, meet within a reasonable period of time with the UC-AFT to discuss the effects of a layoff or reduction in time.

7. Upon request, the University will provide relevant information to the UC-AFT regarding the layoff.

B. Selection and Order of Layoff

1. The University shall have the sole discretion to delineate the layoff unit(s) and to determine the function(s) and the title code(s) on a particular campus within which the staffing levels are to be reduced. The provisions of this section do not nullify or modify the applicable University and campus policies or procedures which exist or may be developed pertaining to disestablishment.

2. The order of layoff for faculty/instructors in the unit shall be on the basis of their special skills, knowledge, or ability and evaluations (including those by students), as determined by the University. When special skills, knowledge, or ability of two or more faculty/instructors in the unit are found to be equal by the University, seniority shall be considered in determining the order of layoff.

C. Reemployment

1. Whenever the University decides to fill a vacancy in the same title code within the same layoff unit at the campus from which a faculty/instructor in the unit has been laid off or reduced in time the faculty/instructor in the unit on layoff shall be reemployed or increased in time provided:

   a) the faculty/instructor in the unit has not been laid off or reduced in time for more than one year; and

   b) the University determines that the faculty/instructor in the unit on layoff is qualified for the position and is available to begin work within a reasonable amount of time.

2. If more than one qualified person is on layoff or reduced in time from the same layoff unit, the order of reemployment shall be in inverse order of layoff or reduction in time, except that a faculty/instructor in the unit who possesses special skills, knowledge or ability as determined by the University may be reemployed regardless of order of layoff.

3. The right to reemployment terminates if a faculty/instructor in the unit:

   a) does not respond affirmatively with fourteen (14) calendar days to the University inquiries concerning the desire of the faculty/instructor in the unit to return to work. The fourteen (14) calendar day response period shall begin immediately upon personal notice or seven (7) calendar days from the date written notice is postmarked. If the University is attempting to fill a vacancy on an urgent basis and if a laid-off or reduced in time faculty/instructor in the unit cannot be reached and/or does not respond within seven (7) calendar days, the University may fill the position. In this instance a laid off or reduced in time faculty/instructor in the unit will not have waived any future reemployment rights;

   b) refuses two offers of reemployment at the same or higher percentage of time; or,

   c) accepts another appointment in the unit at the same or higher percentage of time at the University.

4. For purposes of Article VII. Appointment, and this Article only, layoff periods of less than one quarter or semester count towards University service and seniority.

D. Placement Assistance

To the extent available at each department or campus, the University will, upon request, provide assistance in seeking placement to any faculty/instructor in the unit who has been laid off. Disputes arising from this provision of the Memorandum of Understanding shall not be subject to Article XXXIII. Grievance Procedure.

E. Benefit Coverage

A faculty/instructor in the unit on layoff may continue, if previously enrolled, in certain group insurance programs for the length of time provided by the University's Group Insurance Regulations, subject to the payment of full premiums by the faculty/instructor in the unit. Time on layoff of more than one-half of the working days of a month does not count towards University service for benefit purposes.

F. Grievability and Arbitrability

Alleged violations of the provisions of this article except those which involve academic judgment shall be subject to Article XXXIII. Grievance Procedure and Article XXXIV. Arbitration.

G. Definitions

1. A layoff is an involuntary separation from employment prior to the expiration date of the appointment which occurs because of lack of work or budgetary considerations unanticipated at the time of the appointment.

2. A reduction in time is an unanticipated and involuntary reduction in the percentage of time of appointment during the term of the appointment which occurs because of lack of work, or budgetary considerations unanticipated at the time of the appointment.

3. Seniority is based on the full-time equivalent number of months of service in the bargaining unit on pay status. For purposes of this provision, full-time equivalent months will be calculated on the basis of an appointment at 50% or more.

Article XIX. RESIGNATION

A. Except in the case of resignation for health or other reasons beyond the control of the faculty/instructor in the unit, it is expected that she or he shall continue to serve for the term of appointment. When a faculty/instructor in the unit voluntarily terminates his or her employment, he or she is, by definition, considered to have resigned his or her employment with the University. Whenever possible, a faculty/instructor in the unit who retires or otherwise voluntarily terminates from a position with the University shall submit a letter of resignation as notice of termination at least thirty (30) calendar days prior to the first day of instruction of the next semester/quarter in which the faculty/instructor in the unit is scheduled to teach.

B. A letter of resignation which has been submitted at least thirty (30) calendar days prior to its effective date may be withdrawn within five (5) calendar days of its submission. Otherwise, notice may not be withdrawn except through the mutual written agreement of the University and the faculty/instructor in the unit.

C. If a faculty/instructor in the unit fails to meet scheduled classes or report to work as scheduled and fails to make appropriate arrangements for coverage, and such failure would justify his or her dismissal, the University may consider the faculty/instructor in the unit to have resigned, effective as of the end of the last day worked.

D. The University shall not threaten a faculty/instructor in the unit with dismissal in an attempt to force the faculty/instructor in the unit to resign. The University may offer the faculty/instructor in the unit the opportunity to resign whenever it has a bona fide basis for dismissal.

E. The University shall notify the faculty/instructor in the unit at his or her last known mailing address, and the UC-AFT, in writing, of all actions taken under the provisions of this Article.

Article XX. REASSIGNMENT

A. Reassignment is defined as a change of a department of a faculty/instructor in the unit on the same campus during the term of an appointment. Reassignment is not a form of corrective action. Reassignment shall be initiated by the University in consultation, whenever possible, with the faculty/instructor in the unit involved. The University, upon request, will meet with the faculty/instructor in the unit and/or the UC-AFT to discuss the reassignment and will meet and confer regarding any impact not addressed in the provisions of this Memorandum of Understanding.

B. A faculty/instructor in the unit who applies for and accepts an appointment in a different department is not considered to have been reassigned.

C. The provisions of this Article do not nullify or modify the applicable University and campus policies or procedures which exist or may be developed pertaining to disestablishment.

Article XXI. REHABILITATION

A. When appropriate, the University will provide special assistance to faculty/instructors in the unit who become disabled when such disabilities substantially limit their work activities. This assistance shall include information about vocational rehabilitation services and reasonable accommodation.

B. After receipt of medical documentation from the disabled faculty/instructor in the unit, the University will determine what assistance, if any, will be offered to the faculty/instructor in the unit. The University shall consult with the faculty/instructor in the unit and if so requested, his/her representative. Medical documentation provided by the faculty/instructor in the unit shall be subject to confirmation by a University-appointed medical practitioner. When feasible, the University will present the faculty/instructor in the unit with a list of authorized medical practitioners from which the faculty/instructor in the unit may select one. The University shall pay the cost of the services of a University-appointed medical practitioner.

C. Faculty/instructors in the unit who become disabled and who have received vocational rehabilitation services may be selected, if determined by the University to be qualified, for a University position without the requirement that the position be advertised/searched as long as this selection does not conflict with any Memorandum of Understanding or University policy in effect at the time. Faculty/instructors in the unit who are determined by the University to be not qualified for a vacant position will be provided with a statement outlining the qualifications the faculty/instructor in the unit lacks. This provision shall not extend beyond the ending date of an appointment.

D. No provision of this Article is intended to waive any rights of the faculty/instructor in the unit under state and federal statutes.

E. The provisions of this Article are subject to Article XXXIII. Grievance Procedure and Article XXXIV. Arbitration except as limited in Sections B. and C. above.

Article XXII. SALARY

A. Provided a timely agreement is reached at the bargaining table and the University is notified of ratification, the following will occur:

1. salary ranges for titles in the unit, except for the Adjunct Lecturer titles, will be increased by approximately 8.8%. Salary ranges for unit titles are shown in Appendix E, 1985-86 Salary Tables;

2. effective with the changes in title per Section C. Article I. Recognition, a salary range for Lecturers will be established which reflects a consolidation of the then current salary ranges for the Associate and other lecturer titles (Adjunct, Visiting, Lecturer). A copy of this salary schedule will be sent to the UC-AFT; and,

3. effective July 1, 1986, salary ranges for titles in the unit will be increased by the same range adjustment percentage(s) as is funded for academic employees generally by the 1986-87 Budget Act for the University of California. Once the range adjustment percentage(s) becomes known, the University agrees to publish and distribute an Appendix F, 1986-87 Salary Tables, setting forth the new salary ranges for faculty/instructors in the unit.

B. Above-scale annualized salaries may be paid to faculty/instructors in the unit at the sole discretion of the University.

C. Positions and/or titles in the unit paid on a "by agreement" basis will continue to be paid on a "by agreement" basis.

D. Positions and/or titles in the unit who are or become eligible to participate in the University's medical compensation plans may participate in those plans in accordance with the policies and procedures in effect at the time.

Article XXIII. MERIT

A. For those faculty/instructors in the unit who are eligible for merit increases, such increases are based on academic attainment, experience and performance and are not automatic.

B. Merit increases may or may not be granted to faculty/instructors in the unit at the University's sole discretion in accordance with procedures established by the University at each campus.

C. The provisions of this Article are not subject Article XXXIII. Grievance Procedure or Article XXXIV. Arbitration.

Article XXIV. SUMMER SESSION

A. General

1. Summer sessions are not considered part of the regular academic year.

2. Faculty/instructors in the unit hired to teach summer session shall be hired as Lecturer in Summer Session, title code 1550. Appointment as a Lecturer in Summer Session does not confer eligibility status for benefits or retirement.

3. Faculty/instructors in the unit with 11-month appointments may be employed in the summer session, but total employment cannot exceed 100% time.

B. Compensation

1. Calculation

a) Compensation for summer session will be based on the annual salary of the faculty/instructor in the unit in effect as of June 30 of the calendar year in which the summer session begins.

b) Normal compensation for a standard full-time summer session instructional load, which is defined as two regularly scheduled courses per session, shall be calculated as follows:

6-week session	17% of annual salary
7-week session	19% of annual salary
8-week session	22% of annual salary

c) Compensation for less than full-time appointments or for sessions of durations other than those above will be calculated on no less than a pro-rata basis.

d) Compensation for summer session 1986 will be based on the salary of the faculty/instructor in the unit for academic year 1985-86 including pay adjustments, if any, made pursuant to this Memorandum of Understanding.

2. Payment

Summer session compensation will be paid on a by-agreement basis. By-agreement payments do not provide for benefits or retirement deductions. Notification of by-agreement arrangements, including schedule of payments, will be made at least three (3) months prior to the beginning of the session whenever possible.

Article XXV. INSTRUCTIONAL WORKLOAD

A. Instructional Workload Standard, Course Definition and Equivalencies

1. The full-time (100%) instructional workload standard for faculty/instructors in the unit for an academic year shall not exceed nine (9) instructional workload courses over three (3) quarters or six (6) instructional workload courses over two (2) semesters, or the equivalent. Instructional workloads may be lower, based upon the instructional workload standard of the department, program or board.

2. For purposes of this Article, a course as referred to in Section A.1. above shall be called an instructional workload

course and shall be defined as an instructional offering that is regularly scheduled, requires significant academic preparation outside the class by the instructor, and meets a minimum of three (3) hours per week.

3. It is recognized that some instruction does not fit the definition of an instructional workload course as defined in Section A.2. above. Examples of instructional offerings which do not conform to the definition in Section A.2. above are laboratory supervision, supervision of teaching assistants, studio instruction, and clinical instruction. The University shall determine whether a course conforms to the definition of an instructional workload course in Section A.2. above, and shall establish the equivalencies for the instructional offerings which do not conform to the definition of an instructional workload course. Equivalencies for these instructional offerings will be defined proportionate to the instructional workload course as defined in Section A.2. above.

4. The workload of the unit member in non-lecturer titles as defined in Article V. Non-Lecturer Unit Members, shall continue to be determined in accordance with current campus procedures. Should the University propose changes to these campus procedures, the University will meet and discuss over the changes.

5. In determining the relative workload value of instructional offerings and course equivalencies, the University shall consider the instructional and evaluation methods employed, the nature of the courses assigned, the preparations required, the number of students expected to enroll, and the availability of support employees. In addition, the University may consider other factors.

6. In determining workload, the University shall consider other duties that have been assigned.

7. Workload values of instructional offerings and course equivalencies based upon the provisions of this section shall be established for each department, program or board. Workload values, by department, will be forwarded to the UC/AFT by February 1, 1987. The UC/AFT will be notified of any changes. At the time of appointment the faculty/instructor in the unit will be informed of the applicable workload values in effect at the time.

B. Consultation

Faculty/instructors in the unit may consult by providing written or oral comments and suggestions regarding workload values to their departments.

During April 1987 each campus upon request, will hold a meeting with the UC-AFT to discuss any workload issues they may wish to raise.

C. Unassigned Duties

Any duties not assigned to the faculty/instructor in the unit shall not be considered as part of the instructional workload.

D. Summer Session

The instructional workload for Summer Session is established under Article XXIV. Summer Session.

E. Office Hours

Faculty/instructors in the unit shall maintain office hours in accordance with the policies of the department, program or board.

F. Effective Date

1. Any workload commitments made prior to July 1, 1986 or the execution of this Memorandum of Understanding, whichever is later, shall be honored for the duration of the commitment.

2. The provisions of this Article will become effective no later than January 1, 1987.

G. Grievability and Arbitrability

1. Grievability shall be limited to the procedural applications of this Article and not to the establishment of instructional workload standards or workload values of instructional offerings or course equivalencies as determined by the University. In the event that a faculty/instructor in the unit believes that the workload that has been assigned is in violation of the workload values established pursuant to Section A.7. for the department, program or board, the faculty/instructor in the unit shall perform the duties as assigned and may pursue the issue through the grievance procedure as specified in Article XXXIII. Grievance Procedure.

2. The provisions of this Article are not subject to Article XXXIV. Arbitration.

Article XXVI. UNION RIGHTS

A. Meetings

1. The UC-AFT and the University, at the request of either party, shall meet at a mutually agreeable time and place, each Fall and Spring, to discuss matters of mutual concern. Whenever practicable, meetings concerning a local campus problem will be held on the affected campus.

2. Items to be included on the agenda are to be submitted at least seven (7) calendar days prior to the scheduled date of the meeting. Each party shall designate a chair, who shall have responsibility to make arrangements for the meeting. Whenever possible such meetings shall be scheduled so as not to conflict with UC-AFT representatives' course meetings or other duties. If such conflict should occur, representatives shall be without loss of compensation.

3. When issues of concern to faculty/instructors in the unit arise which are not appropriate for labor-management discussions, any written comments which the UC-AFT wishes to submit will be forwarded by the University to the relevant University official

or committee. Labor-management meetings shall not preclude or substitute for appropriate consultation with faculty/instructors in the unit through normal academic channels.

4. No provision of this Memorandum of Understanding assures or prohibits participation by unit members on campus or systemwide committees.

B. Membership Lists

1. Within thirty (30) calendar days after the execution of this Memorandum of Understanding, the University shall provide the UC-AFT with a list of all faculty/instructors in the unit showing names, titles, title codes, most recent date of hire, organizational unit, campus address, and home address where the faculty/instructor in the unit has agreed to release his/her home address.

2. Normally, on or about the fifteenth of each month the University will provide the UC-AFT with a list of faculty/instructors in the unit by campus.

C. Copy of this Memorandum of Understanding

Copies of this Memorandum of Understanding shall be prepared for printing by the University as soon as practicable after review of the Memorandum of Understanding by the UC-AFT. A copy of this Memorandum of Understanding shall be given by the University to each faculty/instructor in the unit, including any faculty/instructors in the unit who are hired after the effective date of this Memorandum of Understanding. The cost of printing any additional copies will be shared in proportion to the number of copies requested by each party.

D. Use of Facilities

1. Subject to the campus policies and procedures in effect at the time the use is requested, the UC-AFT shall be able to use bulletin boards, general classrooms, information tables and meeting rooms when not otherwise in use.

2. During formal meet and confer sessions held at University facilities, the University will attempt to provide reasonable access to a typewriter and copy machine.

E. Membership Solicitation

The UC-AFT and its members shall not attempt to solicit or sign up members during work time.

F. U.S. Mail Delivery

United States mail on which postage has been paid which is received by the University bearing the name of the faculty/instructor in the unit and a correct specific campus address will be distributed to the faculty/instructor in the unit in the normal manner.

In the event of a final judicial determination requiring the University to provide access to its internal campus mail system, the University agrees to meet, upon request, in an attempt to reach an agreement on a substitute provision for this section.

G. Use of Mailboxes

In locations where faculty/instructor in the unit mailboxes exist, the UC-AFT may reasonably use such boxes in accordance with existing campus procedures in effect at the time of the use.

H. Regents Material

The UC-AFT shall be provided with agendas and supporting documentation for the meetings of the Board of Regents in accordance with current practice.

I. Information Requests

The University will provide the UC-AFT with copies of the Academic Personnel Manual, local campus manuals or regulations related to faculty/instructors in the unit and updates and changes as they are distributed. UC-AFT requests for information and reports relating to employment conditions of faculty/instructors in the unit shall be fulfilled to the extent required by law. Two copies of the Academic Personnel Manual and one copy of the local campus manuals or regulations related to faculty/instructors in the unit will be provided without cost. The UC-AFT will bear all appropriate costs associated with additional copies or other information requests.

Article XXVII. RELEASED TIME

A. The parties agree that up to six (6) UC-AFT bargaining team members who are faculty/instructors in the unit will be released without loss of pay from work assignments which are scheduled by the University in order to attend meet and confer sessions. Alternates or substitutes for any of the six (6) UC-AFT bargaining team members shall be permitted, but shall not be eligible for paid released time, unless they are permanent replacements.

B. The six (6) UC-AFT bargaining team representatives on paid released time shall be in a without loss of salary and benefits status only for the time spent at scheduled negotiating sessions, including reasonable travel time. Payment to the team member for such status shall be included as wages in the team member's regular paycheck for the pay period during which the scheduled meet and confer occurred. These wages shall be subject to the same taxes, and other deductions, normally associated with payment of salary for hours worked.

C. The Chief Negotiator for the UC-AFT who is a faculty/instructor in the unit will be granted course relief of a maximum of one (1) regularly scheduled University course per quarter/semester during the period of negotiating a reopener or successor agreement, provided that the Chief Negotiator has at least a 67% time appointment in the University. Should the period of negotiations not encompass an entire quarter/semester for which course relief has been provided, other duties may be assigned by the department chair for the remainder of the quarter/semester.

D. The parties agree that it is their intent that the purposes of this provision be fulfilled in such a way so as not to interfere with the effectiveness of the instructional program or the progress of the students which it serves.

Article XXVIII. PAYROLL DEDUCTIONS AND DUES WITHHOLDING

A. Upon receipt of a written authorization by a faculty/instructor in the unit using a form provided by the University, the University shall deduct and remit to the UC-AFT the standard initiation fee, periodic dues, and general assessments of the UC-AFT, unless there are insufficient net earnings to cover said deduction, until such time as the faculty/instructor in the unit submits written notification to the University to discontinue the assignments of of the faculty/instructor in the unit. The University shall calculate the amount to be deducted, based upon a percentage of the gross salary of the faculty/instructor in the unit. The University shall recalculate the dues deduction when changes in salary occur. The University shall recalculate the dues deduction when notified by the UC-AFT that its dues formula has changed provided that the formula changes no more than once per fiscal year. The University shall also remit an alphabetical list by campus showing the names of payees and the amounts deducted and remitted. Monies owed the University by the UC-AFT which have not been paid in a timely manner may be deducted after thirty (30) days notice. The University shall process dues deduction authorizations or dues deduction withdrawals expeditiously. The transaction shall be completed no later than the second pay check after the receipt of the information by the University. The payroll deadline dates for each campus will be provided to the UC-AFT, upon request.

B. It is specifically agreed that the University assumes no obligation other than that specified in Section A., or liability, financial or otherwise, arising out of the provisions of this Article. Further, the UC-AFT agrees that it will reimburse the University for any costs ($10 per check charge and $.07 per transaction charge) and indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity, arising from deductions made by the University hereunder.

C. If a faculty/instructor in the unit fails to fill out a dues deduction form correctly, the University shall assume no responsibility to correct such omission or error retroactively. The University shall return any incorrect dues deduction forms to the UC-AFT as soon as errors are detected. Once the funds are remitted to the designated representative of the UC-AFT, their disposition thereafter shall be the sole and exclusive responsibility of the UC-AFT. It is expressly understood and agreed that the UC-AFT shall refund to the faculty/instructor in the unit any deductions erroneously withheld from wages by the University and paid to the UC-AFT. In the event the UC-AFT fails to refund such deductions within a reasonable period of time following notification of the error, the University will make such refund and deduct the amount from the amount due to the UC-AFT.

D. The University agrees to provide eligible faculty/instructors in the unit with payroll withholding service for such deductions as are provided to other University employees.

Article XXIX. MANAGEMENT RIGHTS

A. Management of the University is vested exclusively in the University, its officers, agents and bodies as delegated by the Board of Regents. Except as otherwise provided in this Memorandum of Understanding, the UC-AFT agrees that the University has the

right to establish, plan, direct, and control the University's missions, programs, objectives, activities, resources, and priorities, including Affirmative Action plans and goals; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend, or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of faculty/instructors in the unit; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to determine the processes and criteria by which faculty/instructors in the unit performance is evaluated; to establish and require faculty/instructors in the unit to observe current University rules and regulations; to discipline or dismiss faculty/instructors in the unit; to establish or modify the academic calendars; to assign work locations; to schedule hours of work; or to recruit, hire, or transfer.

B. The foregoing enumeration of management rights is not inclusive and does not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived.

C. The foregoing provisions shall not preclude consultation with faculty/instructors in the unit through normal academic channels.

D. No management right shall be subject to Article XXXIII. Grievance Procedure or Article XXXIV. Arbitration or exclusive claim in a collateral suit unless the exercise thereof violates an express written provision of this Memorandum of Understanding.

Article XXX. ACADEMIC CALENDARS

A. The academic calendar for each campus shall be developed at the sole discretion of the University. An academic year normally shall not contain fewer than 146 days of instruction. This provision shall not preclude the establishment of an academic calendar containing fewer than 146 days of instruction. The University agrees, upon request, to meet with the UC-AFT to discuss any changes in the number of days of instruction. However, if the University proposes to increase the number of days of instruction to more than 150 days, the University agrees to meet and confer with the UC-AFT regarding the impact of such an increase. Negotiations regarding the impact shall not delay the implementation of the calendar.

B. A copy of each campus' official academic calendar shall be sent to the UC-AFT by July 1 of each year or as soon thereafter as available. Proposed calendars will be sent to the UC-AFT as available.

Article XXXI. DISCIPLINE AND DISMISSAL

A. Definitions

1. Discipline is a written censure, suspension without pay, reduction in pay and/or demotion for misconduct and/or dereliction of academic duty.

2. Dismissal is the termination of employment, initiated by the University, prior to the stated ending date of appointment for serious misconduct and/or serious dereliction of academic duty.

B. Written Notice of Intent

1. The University shall provide written Notice of Intent, as described in Section B.2., for the following actions: written censure, suspension without pay, reduction in pay, demotion, or dismissal.

2. Issuance and Content

a) Issuance. Written Notice of Intent shall be given to the affected faculty/instructor in the unit, either by delivery of the notice to the faculty/instructor in the unit in person, or by placing the Notice of Intent in the United States Mail, first-class, postage-paid, in an envelope addressed to the faculty/instructor in the unit at the last known home address of the faculty/instructor in the unit, with a copy by campus mail to the campus office address of the faculty/instructor in the unit. A copy of the notice will be sent to the local UC-AFT if so requested by the affected faculty/instructor in the unit. It shall be the responsibility of the faculty/instructor in the unit to inform the designated University office in writing of his or her current home address and of any change in such address, and the information so provided shall constitute "the employee's last know home address." Whether delivery is made in person or by mail, the Notice of Intent shall contain a statement of delivery or mailing indicating the date on which the Notice of Intent was personally delivered or deposited in the United States Mail. Such date of delivery or mailing shall be presumed to be the date of issuance of the Notice of Intent.

b) Content. The notice shall:

1) inform the faculty/instructor in the unit of the disciplinary or dismissal action intended and the effective date of the action;

2) provide an explanation of the reason for the action, including, where appropriate, illustrative materials;

3) inform the faculty/instructor in the unit of the right to respond and to whom to respond within the applicable time limit in accordance with Section C.; and,

4) inform the faculty/instructor in the unit of the right to representation by a representative of his/her choice, including the UC-AFT.

3. The University shall accept advance written authorization from the faculty/instructor in the unit for notice to the UC-AFT in the event of any proposed disciplinary or dismissal action.

C. Response to Written Notice of Intent

The faculty/instructor in the unit or his/her designated representative shall be entitled to respond, either orally or in

writing, to the Notice of Intent described above. If the written Notice of Intent is delivered in person to the faculty/instructor in the unit, the response must be received within ten (10) calendar days from the issuance of the written Notice of Intent. If the written notice is mailed to the faculty/instructor in the unit, the response must be received within fifteen (15) calendar days from the date of the issuance of such written Notice of Intent.

D. Written Notice of Action or Proposed Action

After review of a timely response, if any, the University shall notify the faculty/instructor in the unit and his/her designated representative in a written Notice of Proposed Action for Dismissal or Notice of Disciplinary Action within thirty (30) calendar days of the date of issuance of the written Notice of Intent of any action to be taken and of his/her procedural options. Such action may not include discipline more severe than that described in the written Notice of Intent; however, the University may reduce such discipline without the issuance of a further written Notice of Intent.

E. Procedure for Review of Proposed Dismissal

Faculty/instructors in the unit, except those identified in Section E.5., who are subject to dismissal under this Article may elect to have the proposed dismissal action reviewed under only one (1) of the following procedures. A faculty/instructor in the unit so subject must notify the designated University official within seven (7) calendar days from the date of receipt of the written Notice of Proposed Dismissal Action or within thirty (30) calendar days from the date of issuance of the written Notice of Intent, whichever is longer, which procedure, if any, she/he wishes to use.

1. Committee Review of Proposed Dismissal Action

a) A three-member committee appointed by the University shall investigate and advise the administration regarding the appropriateness of the proposed dismissal action. At least one member of the committee shall be appointed from a list submitted by the reviewee of at least three (3) academic appointees from the reviewee's campus. The faculty/instructor in the unit shall be entitled to two (2) peremptory challenges once informed in writing of the constitution of the committee. The University will replace any challenged member.

b) After receipt of a timely response and review as stated in Section E.1.a), the University shall notify the faculty/instructor in the unit and his/her designated representative of any action to be taken.

c) Dismissal actions reviewed under this procedure may be appealed only under the Grievance Procedure of this Memorandum of Understanding.

2. Academic Senate Review of Proposed Dismissal Action

a) A proposed dismissal action may be reviewed through the applicable procedures in effect at the time, if any, for hearings before the Academic Senate.

b) After receipt of a timely response and review as stated in Section E.2.a) the University shall notify the faculty/instructor in the unit and his/her designated representative of any action to be taken.

c) Dismissal actions taken after review under this procedure may be appealed only through the provisions of APM 140 in effect at the time.

3. Faculty/instructors in the unit who do not elect to have the proposed action reviewed under Section E.1. or Section E.2. forfeit their right for review under this Section.

4. The faculty/instructor in the unit under review cannot be dismissed until the review process is complete or the term of appointment expires.

5. Faculty/instructors in the unit in the titles listed in Appendix G may use only the Committee Review of Proposed Dismissal Action procedure set forth in Section E.1.

6. A faculty/instructor in the unit may choose to go directly to the Grievance Procedure of this Memorandum of Understanding in lieu of any of the review procedures described above.

F. Procedure for Appeal of Disciplinary Action

Faculty/instructors in the unit, except those identified in Section F.3. who have been demoted, reduced in pay, or suspended without pay under this article may choose to appeal the action under only one of the following procedures. After receipt of the notice of the action, the faculty/instructor in the unit or his/her designated representative shall inform the designated University official in writing, within seven (7) calendar days from the date of receipt of written Notice of Action or within thirty (30) calendar days of the date of issuance of the written Notice of Intent, whichever is longer, which of the following procedures he/she has chosen.

1. Appeal Through Academic Senate for Review of Disciplinary Action

a) Any disciplinary action, except written censure, may be reviewed through the applicable procedures in effect at the time, if any, for hearings before the Academic Senate.

b) After review of the recommendation of the Academic Senate, the University shall notify the faculty/instructor in the unit and his/her representative of the result of this review.

c) Disciplinary actions reviewed under the procedure in Section E.1.a) may be appealed only through the provisions of APM 140 in effect at the time.

d) Should the appropriate committee of the Academic Senate decline jurisdiction on a matter of discipline, the faculty/instructor in the unit or his/her representative may, within ten (10) calendar days after the date of issuance of the written notice thereof, use the appeal process pursuant to Section F.2.

2. Grievance Appeal of Disciplinary Action

Disciplinary actions, including written censure, taken under this procedure may be appealed under Article XXXIII. Grievance Procedure.

3. Unit members in the titles listed in Appendix G may use only the grievance procedures of this Memorandum of Understanding.

4. A faculty/instructor in the unit may choose to go directly to the grievance procedures of this Memorandum of Understanding in lieu of any of the review procedures described above.

G. Grievability and Arbitrability

1. The imposition of disciplinary or dismissal action shall not extend the time limits for the filing of a grievance on any other matter under Article XXXIII. Grievance Procedure.

2. Disciplinary or dismissal actions which are grievable are subject to Article XXXIII. Grievance Procedure and Article XXXIV. Arbitration.

Article XXXII. SEXUAL HARASSMENT

A. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of instruction, employment, or participation in other University activity;

2. submission to or rejection of such conduct by an individual is used as a basis for evaluation in making academic or personnel decisions affecting an individual; or,

3. such conduct could reasonably be assumed to have the purpose or effect of interfering with an individual's performance or creating an intimidating, hostile, or offensive working environment.

B. Sexual harassment complaints by faculty/instructors in the unit:

1. may be processed in accordance with Article XXXIII. Grievance Procedure; or,

2. may be processed in accordance with the pre-grievance complaint resolution process of the sexual harassment complaint resolution procedures in effect at the time at the location of the faculty/instructor in the unit. (For informational purposes only, see Appendix H for identification of the current campus Complaint Resolution Officer(s) and information regarding access to the current campus procedure.) If the sexual harassment complaint is not resolved through the local pre-grievance complaint resolution process, the complaint may be taken to Step III of Article XXXIII. Grievance Procedure.

C. Disciplinary action taken against a faculty/instructor in the unit resulting from a sexual harassment complaint will be considered to

be for misconduct and will be taken in conformance with the procedures set forth in Article XXXI. Discipline and Dismissal.

Article XXXIII. GRIEVANCE PROCEDURE

A. Definition, Standing, Consolidation, Representation and Settlement Offers

1. Definition. A grievance is a claim that a certain article(s) of this Memorandum of Understanding has (have) been violated by the University during the term of this Memorandum of Understanding.

2. Standing. Except as otherwise provided in this Memorandum of Understanding, a grievance may be filed by a faculty/instructor in the unit or the UC-AFT. The University may not bring a grievance through this procedure.

3. Filing Deadline. A formal grievance must be filed in writing within thirty (30) calendar days from the date on which the faculty/instructor in the unit or the UC-AFT knew or could be expected to know of the event or action which gave rise to the grievance, or within fifteen (15) calendar days from the date of the separation of the faculty/instructor in the unit, from University employment, whichever occurs first.

4. Consolidation. Grievances brought by, or related to, two (2) or more faculty/instructors in the unit, and multiple grievances by or related to the same faculty/instructor in the unit, which concern the same incident, issue or course of conduct, may be consolidated for the purposes of this procedure; provided that the time limits described in this Article shall not be shortened for any grievance because of the consolidation of that grievance with other grievances. Consolidated grievances may be severed. A grievance shall be consolidated or severed only by agreement between the grievant or the grievant's representative and the University.

5. Representation. A faculty/instructor in the unit shall have the right to be represented at all steps of the Grievance Procedure by him/herself or by any person of his or her choice other than a University employee who has been designated as supervisory, managerial or confidential within the meaning of the Higher Education Employer-Employee Act (HEERA). The grievant shall provide the University written notice of the name and address of his/her representative. The University shall notify the UC-AFT of any formal grievances filed where the UC-AFT is not chosen as the representative of the grievant. The grievant's representative may be assisted in grievance meetings by another faculty/instructor in the unit or, if applicable, a UC-AFT representative.

6. Settlement Offers. Settlement offers shall be confidential and inadmissible at subsequent steps. The settlement shall become final so long as the adjustment is not inconsistent with the terms of this Memorandum of Understanding and provided that the UC-AFT has been given ten (10) calendar days to file a response.

B. Step 1. Informal Discussion

As soon as practicable, the faculty/instructor in the unit shall discuss the grievance with his or her immediate supervisor. Informal resolutions, although final, shall not be precedential under this Memorandum of Understanding. An oral response shall be given at the informal discussion or within five (5) working days of the informal discussion. If the grievance is not resolved through informal discussion, the faculty/instructor in the unit shall seek review as set forth below. Attempts at informal resolution do not extend the thirty (30) day time limit to file for a formal review in Step 3 unless an extension of the time limit has been agreed to as set forth below in Section E.

C. Step 2. Review of Informal Discussion

If the grievance has not been resolved at step one, the grievant shall obtain a review with a designated campus official at a higher administrative level of the discussion held at Step 1 with a view to resolving the grievance subject to the same conditions stated in Step 1 above. The review shall take place within five (5) working days of the request. If the grievance is not resolved, the grievant may seek formal review in the manner described below in Section D. Attempts at review do not extend the thirty (30) day time limit unless an extension of time limit has been agreed to as set forth below in Section E.

D. Step 3. Formal Review

1. Filing

A grievant who has completed Step 1 of this procedure or who has appealed discipline or dismissal through the Discipline and Dismissal Article of this Memorandum of Understanding may file a formal grievance as set forth in a)-c) below.

a) The grievance must be filed in writing on the grievance form provided by the University.

b) The grievance officer must receive the written grievance within thirty (30) calendar days from the date on which the faculty/instructor in the unit or the UC-AFT knew or could have been expected to know of the event or action which gave rise to the grievance or within fifteen (15) calendar days after the date of separation from University employment of the faculty/instructor in the unit, whichever occurs first. Any grievance which is filed out of compliance with these time limits is waived by the grievant and/or UC-AFT, as applicable. Attempts at informal resolution do not extend these time limits, unless an exception of time limit has been agreed to as set forth below in Section E.

c) The written grievance must contain the following information:

1) the specific Article or Section of the Memorandum of Understanding alleged to have been violated;

2) the date(s) and nature of the action grieved and how it violated the above described provision of the Memorandum of Understanding;

3) how the faculty/instructor in the unit was adversely affected; and,

4) the remedy requested.

2. Campus Review

Within fifteen (15) working days of the receipt of the formal grievance, the grievance officer or his or her designee shall complete a review to determine the merits of the grievance. If either the grievant or the grievance officer requests a meeting, one shall be conducted as soon as reasonably possible to discuss the grievance. If a meeting occurs, the grievant and/or the grievant's representative may be present. Also, the grievant or the grievant's representative shall be able to bring people to the meeting to present information about the grievance. The grievant must present all known evidence and contentions relevant to the grievance at this campus review. Contentions not made known by the parties at this time are not subsequently admissable.

3. Decision

The University shall render a written decision within fifteen (15) working days of the completion of the campus review. Notice to the grievant of the University's decision will be as set forth in a) and b) below.

a) For grievances where the UC-AFT represents the grievant, the decision of the University shall become final within thirty (30) calendar days of the mailing of the decision to grievant and the grievant's representative by the University, unless within that time, the UC-AFT has appealed the decision to arbitration.

b) For grievances where the UC-AFT does not represent the grievant, the University will mail to the UC-AFT a copy of the grievance and the proposed resolution. The decision of the University shall become final so long as the adjustment is not inconsistent with the terms of this Memorandum of Understanding and provided that the UC-AFT has been given ten (10) calendar days to file a response. The University will then mail its decision to the grievant or the grievant's representative, if any. The University's decision shall become final within thirty (30) calendar days of the mailing of the decision to the grievant or the grievant's representative, if any, unless within that time, the UC-AFT has appealed the decision to arbitration.

E. Except by agreement between the grievant or the grievant's representative and the University, documents and communications related to the processing of a grievance that are filed with the University shall be kept separate from the grievant's personnel files.

F. Time Limits and Extension of Time Limits

Deadlines which fall on days which are not business days at the campus at which the grievance is filed will be automatically extended to the next business day. If a University official fails to meet a deadline, the grievant may move the grievance to the next step in the process.

Time limits set forth in this Article may be extended only by agreement of the grievant, the grievant's representative, if any, and the University in writing in advance of the expiration of the time limit.

G. Grievants, their representatives or other faculty/instructors in the unit shall not be released from their regular assigned duties to investigate or prepare a grievance, nor shall time involved in such activities be considered time worked. Reasonable efforts will be made by the University not to call meetings during scheduled class hours of the grievant or the grievant's representative. Time spent by grievants or their representatives in meetings called by the University outside their normal schedules shall not be counted as time worked. Unit members will not lose salary as a result of attendance at meetings called by the University pursuant to this Article.

Article XXXIV. ARBITRATION

A. An appeal to arbitration may be made only by the UC-AFT and only after the timely exhaustion of the Grievance Procedure of this Memorandum of Understanding. The written appeal to arbitration must be received by the designee of the Office of Labor Relations of the Office of the President within thirty (30) calendar days of the mailing of the final University decision to the UC-AFT (Article XXXIII. Grievance Procedure). The written appeal must be signed by the UC-AFT President and must include:

1. name, mailing address and campus location of the grievant(s);

2. name and address of the UC-AFT representative who is responsible for the appeal to arbitration and to whom all correspondence is to be sent;

3. a copy of the completed grievance form;

4. a statement setting forth the unresolved issue(s), the Articles of the Memorandum of Understanding alleged to have been violated, and the remedy requested; and,

5. a completed proof of service form.

Appeals to arbitration which are not processed within the above time limit and/or which do not contain the appropriate UC-AFT signature are ineligible for arbitration. If a grievance is not appealed to arbitration, the University's written Step 3 answer shall be final.

Absent resolution of the grievance during this time, the designee of the Office of Labor Relations of the Office of the President shall notify the UC-AFT of the University's agreement to proceed to

arbitration within thirty (30) calendar days of the date of mailing of the appeal to arbitration. The University's response will include a proof of service and the name and mailing address of the University's representative who is responsible for the appeal to arbitration and to whom all correspondence should be addressed.

B. Selection of Arbitrator

Within fifteen (15) calendar days of the mailing of the University's response to the UC-AFT's appeal to arbitration, the UC-AFT will contact the University's representative responsible for the appeal to arbitration to initiate the selection of an arbitrator as follows:

1. Prior to the establishment of a standing panel as set forth in Section G., the parties may agree to the selection of any qualified and available person to serve as the arbitrator. Absent such agreement, the University shall request a list of at least five (5) names from the American Arbitration Association (AAA) and shall send a copy of the request to the UC-AFT representative responsible for the appeal to arbitration. The parties may agree to the selection of an arbitrator from the list. Absent mutual agreement each party will submit a copy of the AAA list with appropriate annotations identifying acceptable arbitrators in rank order and striking the names of unacceptable arbitrators. The AAA will examine the submitted list to determine, according to the parties stated preferences, the most acceptable arbitrator. If, based upon the submitted lists, an acceptable arbitrator cannot be determined, the AAA will send the parties an alternate list and the parties will begin the selection process again as per the provision of this Section.

2. Once a standing panel has been established, if the parties cannot mutually agree to the selection of an arbitrator from the panel, the parties shall alternately strike one name each from the list of panel members. Unless the parties agree otherwise, the party selecting first shall be determined by the flip of a coin. The remaining name shall be designated as the arbitrator.

3. The selection of the arbitrator shall be accomplished no later than thirty (30) calendar days from the issuance of the University's response to the appeal to arbitration.

4. Upon selection of an arbitrator, the University, following consultation with the UC-AFT regarding hearing dates, will notify the arbitrator and request hearing date(s) no earlier than twenty-one (21) calendar days from the date of mailing of the letter. A copy of the letter to the arbitrator shall be sent simultaneously to the UC-AFT representative responsible for the appeal to arbitration.

C. Expedited Arbitration

If the parties agree to use an expedited form of arbitration, the following will occur:

1. the arbitrator will be selected in accordance with Section B. above;

2. the case shall be heard on the arbitrator's earliest available date;

3. there shall be no transcript of the proceedings;

4. post-hearing briefs will be waived; and,

5. the arbitrator will issue a written decision within five (5) working days following the close of the hearing record unless the parties agree, prior to the commencement of the arbitration, that the arbitrator rule on the issues at the close of the hearing in lieu of a written decision.

D. Arbitration Procedure

1. In order for grievances to be considered timely and arbitrable under this Article, the scheduling of the arbitration hearing date must be accomplished no later than ninety (90) calendar days from the date the grievance was originally appealed to arbitration. Should the parties be unable to agree to a hearing date, the authority to schedule the hearing rests with the arbitrator.

2. Prior to the arbitration hearing, the UC-AFT and the University shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible. At least seven (7) calendar days prior to the arbitration hearing the parties shall exchange lists of known witnesses.

3. During the arbitration proceeding the parties shall have an opportunity to examine and cross-examine witnesses under oath and to submit relevant evidence. Issues and allegations shall not be introduced at the arbitration hearing which were not introduced during the Formal Review, Step 3, of the Grievance Procedure of this Memorandum of Understanding. Settlement offers made during the Grievance Procedure shall not be introduced as evidence in arbitration.

4. The arbitrator shall not have the authority to subpoena witnesses or documents. Pursuant to the terms regarding production of documents set forth in Article X. Personnel Files, the University will attempt to comply with requests for relevant witnesses or relevant non-confidential documents.

5. Either or both parties may, at their discretion, file briefs with the arbitrator. The order and time limits of briefing shall be either as agreed to by the parties or as specified by the arbitrator. Briefing time limits may be extended if agreed upon by the parties. Prior to the commencement of the Arbitration the parties may agree to waive the filing of briefs, and in lieu of a written decision, the arbitrator will rule at the close of the hearing.

6. The arbitration hearing shall be closed unless the parties otherwise agree in writing.

7. Unless the parties agree otherwise where arbitrability is an issue, the arbitrator shall conduct a hearing and issue a decision first on arbitrability. The parties may agree to conduct the hearing on arbitrability pursuant to Section C. of this Article.

8. An appeal to arbitration shall not inhibit efforts by the University and UC-AFT to resolve the grievance. The UC-AFT shall have authority to withdraw a grievance or enter into an agreement with the University to settle a grievance appealed to arbitration. An agreement to settle or withdraw a grievance appealed to arbitration reached between the University and the UC-AFT shall be binding on employees represented by the UC-AFT.

9. In all cases appealed to arbitration except for actions taken pursuant to Article XXXI. Discipline and Dismissal, the UC-AFT shall have the burden of proceeding.

10. The arbitrator shall consider the evidence presented and render a written decision within thirty (30) calendar days of the close of the record of the hearing. The arbitrator's decision will set forth the findings of fact, reasoning, and conclusions on the issues submitted by the parties. The arbitrator's authority shall be limited to determining whether the University has violated arbitrable provisions of this Memorandum of Understanding. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Memorandum of Understanding, nor shall the arbitrator review any academic judgment. To the extent that the University's action is based upon academic judgment, the arbitrator shall have no authority or jurisdiction to substitute his/her judgment for that of the University and its agents. The arbitrator has the right and shall have the opportunity to hear testimony about how a decision or decisions was/were reached as well as the right and the opportunity to determine if such decision(s) was/were (an) academic judgment.

11. If the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the faculty/instructor in the unit the pay, benefits, or rights lost as a result of a violation of the Memorandum of Understanding, less any compensation from any source recognized by law as appropriate to offset such a remedy. The decision and award of the arbitrator shall be final and binding upon the parties to this Memorandum of Understanding and the faculty/instructors in the unit. The University will not be liable for back wages or other monetary reimbursement for:

    a) any period of time during which an extension of time limits has been granted at the request of the UC-AFT;

    b) any period of time between the first date the arbitrator is available for an arbitration hearing and the date of the hearing, when the first date is rejected by the UC-AFT; and,

    c) any period of time greater than thirty (30) calendar days prior to the date the grievance was filed pursuant to Article XXXIII. Grievance Procedure.

12. The arbitrator's fees, AAA fees and the costs of transcripts requested by the arbitrator or both parties shall be equally borne by the parties. Costs for transcripts requested by only one party, shall be borne by the requesting party.

13. A party which cancels or postpones an arbitration will be liable for any cancellation/postponement fees charged by arbitrator, court reporter or AAA.

E. Extension of Time Limits

Time limits set forth in this Article may be extended by agreement of the parties in writing in advance of the expiration of the time limit.

F. Upon advance request, the grievant and the UC-AFT representative, if the representative is a faculty/instructor in the unit, shall be granted leave with pay to attend arbitration hearings and meetings convened by the University. Unit members who are called by the parties to testify shall be granted leave with pay upon advance request for the period of time required to testify.

G. Establishment of Panel

1. The parties agree that there will be a standing panel of nine (9) arbitrators to hear arbitration cases scheduled for hearing pursuant to the provision of this Article.

2. The procedure for selecting the panel shall be as follows:

a) Within thirty (30) calendar days of the effective date of this Memorandum of Understanding, the parties shall exchange lists of nominations for the panel.

b) The parties will meet no later than October 3, 1986, to select the panel.

c) If agreement cannot be reached on all nine (9) arbitrators, the remaining number needed to complete the panel will be selected alternately by the parties. The party selecting first shall be determined by the flip of a coin.

d) One year from the date the panel was selected, and annually thereafter, each party shall have the right to eliminate up to two (2) arbitrators from the panel. The party exercising this right shall notify the other party in writing of the name(s) of the arbitrator(s) to be stricken from the panel.

e) In replacing an arbitrator who has been eliminated, declined to participate or who has resigned the parties will exchange lists of nominations within fifteen (15) calendar days, and then the procedure in c) above shall be used to select the replacement, but any arbitrator eliminated in d) above may not be placed on the panel again.

3. The parties shall jointly send letters to the arbitrators chosen for placement on the standing panel and shall request that they agree to participate and comply with the provisions of the Memorandum of Understanding.

Article XXXV. NO STRIKES

A. The UC-AFT, on behalf of its officers, agents, and members agrees that there shall be no strikes, stoppages or interruptions of work, or other concerted activities by members of this unit which interfere directly or indirectly with University operations during the life of this Memorandum of Understanding or any written extension thereof. The UC-AFT, on behalf of its officers, agents, and members, agrees that it shall not in any way directly or indirectly authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities by members of this unit in violation of this Article.

B. Should a violation of this Article occur, the UC-AFT shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this Article. Such affirmative action shall include public disavowal of the strike or other concerted activity by such means as bulletin board announcements, newspaper or other media announcements in the immediate geographical area of the strike. In addition, UC-AFT shall send written notice to the mailing address of each faculty/instructor in the unit engaged in the prohibited activity informing him/her that the concerted activity is in violation of this Article, that engaging in such activity may lead to disciplinary action, and that faculty/instructors in the unit engaged in prohibited activity must cease such activity and immediately return to work.

C. The UC-AFT will refuse to honor any and all picket lines established by faculty/instructors in the unit engaged in activity violative of the first section of this Article.

D. If the UC-AFT performs in good faith and in a timely way all of the obligations of Section B. above, the UC-AFT shall not be liable to the University for damages suffered as a result of the strike, except for such damages as are caused by the activities of officers of the UC-AFT or with their assistance or consent.

E. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of the violation of this Article.

F. When a faculty/instructor in the unit is absent from work without permission or abstains wholly or in part from the full performance of his or her duties without permission on the date or dates when a strike occurs, there shall be a rebuttable presumption that the faculty/instructor in the unit has engaged in such strike activity on such date or dates; and the faculty/instructor in the unit shall not be on pay or benefit status.

G. Any faculty/instructor in the unit who violates this Article shall be subject to discipline up to and including termination of employment.

Article XXXVI. PAST PRACTICE NOT COVERED BY AGREEMENT

Practices and policies relating to wages, hours, and terms and conditions of employment now existing, not raised in the bargaining process and not in conflict with this Memorandum of Understanding may

remain in effect. The University agrees to meet and discuss, upon request, with the UC-APT regarding the elimination or modification of these practices and policies if there is a significant effect on wages, hours, and terms and conditions of employment of the faculty/instructor in the unit. Application, elimination, or modification of these practices and policies is not grievable.

Article XXXVII. WAIVER

A. The University and the UC-APT acknowledge that during the negotiations which resulted in this Memorandum of Understanding, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Memorandum of Understanding and that this Memorandum of Understanding constitutes the agreement arrived at by the parties.

B. The rights granted and the procedures set forth under the Academic Personnel Manual and other University policies and procedures will no longer apply to faculty/instructors in the unit covered by this Memorandum of Understanding except as specifically set forth below or elsewhere in this Memorandum of Understanding. Although the memorandum constitutes the agreement between the parties, the parties agree that the applicable parts of the Academic Personnel Manual and other University policies and procedures regarding the areas listed below will continue to apply to members of this unit:

Patent and Copyright
Indemnity
Additional Compensation
Special Services to Individuals and Organizations
Outside Professional Activities
Disclosure of Financial Interests

Any changes in the above policies will be subject to the meet and discuss process and will not be subject to the meet and confer process unless the change affects only the members of this unit.

C. Except as otherwise provided for in this Memorandum of Understanding, or upon mutual consent of the parties to seek written amendment thereto, the University and the UC-APT, for the life of this Memorandum of Understanding, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Memorandum of Understanding, or with respect to any subject or matter not specifically referred to or covered by this Memorandum of Understanding, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Memorandum of Understanding.

Article XXXVIII. SEVERABILITY

In the event that any provision of this Memorandum of Understanding becomes invalid or void by statute, legislative action or final judicial decision by a court of competent jurisdiction, or in the event

that any provision conflicts with the provisions of a statute or the Constitution of the United States or California, according to such final judicial decision, such action shall not invalidate the entire Memorandum of Understanding. It is the express intention of the parties that all other provisions not declared invalid or void shall remain in full force and effect. In the event that any provision of this Memorandum of Understanding becomes invalid or void, the parties agree to meet within thirty (30) calendar days upon request of either party in an attempt to reach an agreement on a substitute provision.

Article XXXIX. SUCCESSORS

A. If a University location in which there are faculty/instructors in the unit is to be sold or transferred, the University agrees to provide notice to the UC-AFT and to meet and confer regarding the impact on faculty/instructors in the unit.

B. If The Regents of the University of California is replaced by a different governing body, the terms and conditions of this Memorandum of Understanding will continue in full force and effect for its duration.

Article XL. DURATION

A. This Memorandum of Understanding shall become effective on the date on which all signatures are affixed and shall remain in full force and effect until June 30, 1988.

B. Except as provided herein, neither party shall have any duty to meet and confer with respect to any modifications of this Memorandum of Understanding.

C. Each party shall have the opportunity to reopen this Memorandum of Understanding for the 1987 fiscal year. The University and the UC-AFT shall each have the right to reopen the Memorandum of Understanding for the purpose of negotiating amendments to the provisions of the Salary Article and not more than three (3) Articles of this Memorandum of Understanding, one of which may be a new article. Each party shall have the right to make proposals related to the Article(s) designated for amendment by the other party.

D. The requirements for the University and/or the UC-AFT to reopen this Memorandum of Understanding are as follows:

1. The UC-AFT shall, no later than March 1, 1987, serve in writing upon the Office of Labor Relations of the University notice of its intent to reopen this Memorandum of Understanding. Included in such notice shall be the designation and identification by heading of the Articles which the UC-AFT intends to amend.

2. The University shall, no later than April 1, 1987, serve in writing to the UC-AFT President notice of its intent to reopen this Memorandum of Understanding. Included in such notice shall be the designation and identification by heading of the Articles which the University intends to amend.

3. Neither party shall have any obligation or requirement to negotiate on any provision of any Article not timely designated.

4. During the period of negotiations on articles properly designated as reopeners, the terms and conditions of this Memoramdum of Understanding, including those Articles designated for amendment, shall remain in full force and effect.

E. Written proposals for a successor Memorandum of Understanding shall be presented to the University by the UC-AFT no later than February 1, 1988. The University shall present its written proposals for a successor Memorandum of Understanding to UC-AFT no later than March 1, 1988.

F. In the event that neither party accomplishes timely notice as set forth in this Article, this Memorandum of Understanding shall renew itself on a year-to-year basis. In the event that the Memorandum of Understanding is renewed in this manner written proposals for a successor Memorandum of Understanding shall be presented to the University by the UC-AFT no later than February 1 of the applicable year. The University shall present its written proposals for a successor Memorandum of Understanding to UC-AFT no later than March 1 of the applicable year.

June 30, 1986

MEMORANDUM OF THE NEGOTIATORS

The negotiators of the proposed agreement affix their signatures to this memorandum to indicate that they have concluded negotiations by the development of the proposed agreement and that they are referring it to the parties for approval.

It is understood that the agreement is not binding unless and until both parties have executed it. The process of approval with respect to the union is complete when the agreement is reviewed and ratified by the members of the union. On behalf of the University, the agreement must be reviewed and approved by the Office of the President, including review and approval by the General Counsel of The Regents.

The parties agree that when the approval process has been completed the document will be signed by the authorized representatives for both parties and the Memorandum of Understanding will become operative. Upon signature by the University representative, the effective date of the agreement is upon ratification by the parties.

Robert Bickal, OPUS
Chief Negotiator
University of California

Sarah Jo Gilpin-Bishop, OPUS
Assistant Chief Negotiator

Jeffrey Krumkin, OPUS
Chronologer

Susan Angstadt, UCB

Myron Okada, OPUS

Ellen Smithes, OPUS

Barbara Davis, UCI

Gerald Mandelsohn, UCB

Douglas Minnis, UCD

Brock Hedrick, UCSB

Tom Hull, UCSD

Jeanne Giovannoni, UCLA

Carol Hartzog, UCLA

Marcia Canning, General Counsel

Debra Harrington, UCB (Observer)

Marde Gregory, UCLA
Chief Negotiator
University Council - AFT

Roswell Spafford, UCSC
Co-Chief Negotiator

Gary Adest, UCSD

Sally Sutherland, UCB

NON-SENATE INSTRUCTIONAL UNIT
UNIVERSITY COUNCIL - AMERICAN FEDERATION OF TEACHERS

By: Thomas Dublin
Thomas Dublin, President

June 25, 1986
Date

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: Richard N. Catalano
Richard N. Catalano
Associate Vice President
Employee and Labor Relations

July 6 1986
Date

Approved as to Form:

By: James N. Odle
James N. Odle
Managing University Counsel of the Regents
of the University of California

July 8, 1986
Date

APPENDIX A
Unit Titles as Modified by Recognition Article

Old Title Code	Old Title Name	New Title Code	New Title Name
1500	Associate in ___ 9 mos	Delete	
1505	Associate in ___ 9 mos 1/9 payment	Delete	
1510	Associate in ___ 11 mos	Delete	
1550	Associate in ___ Summer Session	1550	Lecturer in Summer Session
1555	Assistant in ___ Summer Session	Delete	
1600	Senior Lecturer - 9 mos	1600	Senior Lecturer - Potential Security of Employment 9 mos. 1/9 payment
1601	Visiting Senior Lecturer 9 mos.	Delete	
1602	Senior Lecturer - 9 mos 1/9 payment	1602	Senior Lecturer - Potential Security of Employment - 9 mos. 1/9 payment
1604	Visiting Senior Lecturer 9 mos. 1/9 payment	Delete	
1605	Lecturer - 9 mos.	1605	Lecturer - Potential Security of Employment - 9 mos. 1/9 payment
1606	Lecturer - 9 mos. 1/9 payment	1606	Lecturer - Potential Security of Employment 9 mos. 1/9 payment
1608	Visiting Lecturer-9 mos.	Delete	
1609	Visiting Lecturer - 9 mos. 1/9 payment	Delete	
1610	Senior Lecturer - 11 mos.	1610	Senior Lecturer - Potential Security of Employment - 11 mos.
1611	Visiting Senior Lecturer 11 mos.	Delete	
1615	Senior Lecturer - 11 mos.	1615	Lecturer - Potential Security of Employment - 11 mos.

Old Title Code	Old Title Name	New Title Code	New Title Name
1616	Senior Lecturer - 11 mos. Continuity of Employment	No Change	
1618	Visiting Lecturer-11 mos.	Delete	
1619	Lecturer - 11 mos. Continuity of Employment	No Change	
1630	Adjunct Lecturer - 9 mos.	1630	Lecturer - 9 mos.
1632	Adjunct Lecturer - 9 mos. 1/9 payment	1632	Lecturer - 9 mos. 1/9 payment
1634	Adjunct Lecturer-11 mos.	1634	Lecturer - 11 mos.
1640	Senior Adjunct Lecturer - 9 mos	1640	Senior Lecturer - 9 mos.
1642	Senior Adjunct Lecturer - 9 mos 1/9 payment	1642	Senior Lecturer - 9 mos. 1/9 payment
1644	Senior Adjunct Lecturer 11 mos.	1644	Senior Lecturer - 11 mos.
2210	Demonstration Teacher	No Change	
2220	Supervisor of Teacher Education	No Change	
2240	Coordinator of Field Work 9 mos.	No Change	
2245	Coordinator of Field Work 11 mos.	No Change	
2250	Field Work Supervisor - 9 mos	No Change	
2255	Field Work Supervisor - 11 mos	No Change	
2260	Field Work Consultant - 9 mos	No Change	
2265	Field Work Consultant - 11 mos	No Change	
2285	Nursery School Teacher	No Change	
2427	Substitute Teacher	No Change	
2460	Teacher - Special Programs	No Change	
2650	Teacher - Lawrence Hall of Science	No Change	

APPENDIX B
Summary of Benefits

For informational purposes only, a brief outline of benefit programs effective July 1, 1986 is listed below. More information can be found in general University benefits publications and individual summary plan descriptions. Contact the local Benefits Office for more information (list attached). Specific eligibility and benefits under each plan are governed entirely by the terms of retirement plan provisions, University Group Insurance Regulations, insurance plan contracts, and applicable state and federal laws.

A. Health Insurance

Available to employees appointed and paid by the University to work at 50% time for one year or more, or at 100% time for three months or more. A variety of prepaid Health Maintenance Organizations (HMOs) and fee-for-service plans are available to cover employees and their eligible dependents. Costs in excess of the University contribution levels, if any, are paid by the employee through payroll deduction. Choice of plans may vary from location to location.

B. Dental Insurance

Available to employee who are regular members of a basic retirement system to which the University contributes. Two plans are offered which provide dental coverage for employee and their eligible dependents. Costs in excess of the University contribution levels, if any, are paid by the employee through payroll deduction.

C. Life Insurance

1. University-Paid

Employees who are regular members of a basic retirement system to which the University contributes are automatically covered by a University paid term life insurance policy.

2. Employee-Paid

Available to employees appointed and paid by the University to work at 50% time for one year or more, or at 100% time for three months or more. Optional personal life insurance and dependent life insurance may be purchased by the employee

D. Accidental Death & Dismemberment Insurance (AD&D)

Optional AD&D insurance may be purchased by employees under the age of 70 who receive monthly salaries or hourly wages from which regular payroll deduction can be taken. A variety of amounts of coverages are available to cover employees and their eligible dependents.

E. Business Travel Accident Insurance

Employees who are traveling on official University business are covered by $100,000 of accidental death and a scheduled dismemberment insurance.

F. Short Term Disability Insurance

Short Term Disability insurance is available to employees who are regular members of a basic retirement system to which the University contributes. Annuitants and employees enrolled in a voluntary Savings Program only are not eligible.

1. Non-industrial Disability Insurance (NDI)

Employees can choose one of two University-paid short term non-industrial disability plans: NDI-A or NDI-B. Enrollment in NDI-A is automatic, unless NDI-B is chosen.

2. Short Term Disability Insurance (STD)

STD is an optional employee paid plan designed to supplement NDI-A. In order to enroll in STD, employee must be enrolled in NDI-A.

G. Long Term Disability Insurance (LTD)

Optional LTD insurance may be purchased by employees who are regular members of a basic retirement system to which the University contributes. Employees may choose from one of two benefit levels.

H. Savings Program

1. Voluntary Contribution Plan

Participation in the UC Voluntary Contribution plan is available to employee participating in a retirement plan to which the University contributes.

The Voluntary Contribution plan provides:

Tax-deferred and after-tax contributions to your choice of five investment funds: Savings, Money Market, Guaranteed Insurance Contract, Equity, and Bond.

2. The Calvert Group's Managed Growth Fund

Tax-deferred contributions in an outside mutual fund, The Calvert Group's Managed Growth Fund, are available to employees participating in a retirement plan to which the University contributes.

3. Payroll Deductions

Investment in an Individual Retirement Account (IRA) and in United States Series EE Savings Bonds is available to all employees whose earnings are sufficient to cover payroll deductions in the amount specified.

I. Tax Effective Salary Reduction Programs

1. Retirement Tax Savings Plan

Required monthly employee contributions to the University of California Retirement System (UCRS) are automatically deducted from gross pay before federal and state taxes.

2. Tax Savings on Insurance Premiums (TIP)

Employees enrolled in certain benefit plans are automatically enrolled in TIP, unless the employee makes an election to withdraw. After the University contribution, if any, is applied the net insurance premiums are deducted from gross pay before federal and state taxes.

3. Dependent Care Assistance Program (DEPCARE)

Available to employees appointed and paid by the University to work at 50% time for one year or more, or at 100% time for three months or more. This program allows employees to pay for eligible dependent care expenses on a pre-tax, salary reduction basis.

J. Auto/Homeowner Insurance

Auto and home insurance policies are available which may be purchased by the employee through payroll deduction.

These policies are available to employees appointed and paid by the University to work at 50% time for one year or more, or at 100% time for three months or more.

K. Death Payments

Upon the death of an employee who has been on pay status at least fifty percent (50%) time at least six (6) continuous months prior to death a sum equal to the deceased's regular salary for one (1) month shall be paid to the deceased's spouse, or if there is no spouse, to the employee's eligible dependent(s), or if there is neither a surviving spouse nor eligible dependent(s), to the beneficiary designated in the deceased's University-paid life insurance policy. All monies due and payable to the employee at the time of death shall be paid to the employee's surviving spouse and/or eligible dependent(s).

L. Housing Programs

A broad set of housing programs have been initiated on the campuses over the past few years. These programs include faculty rental housing, mortgage assistance programs, faculty home loan programs, housing allowances, short-term housing loan programs, salary differential housing allowance, housing for sale on University land.

The eligibility and availability of each of these programs varies substantially from campus to campus. A brief summary by campus follows:

UCSB - Three furnished units are available for one-quarter visitors who teach. There are no exceptions to the one-quarter maximum stay in the rental unit.

UCB - Very limited access to a few apartments.

UCI - Full-time University employees including faculty/instructors in the unit are eligible to apply to rent apartments in the Los Alamos complex on a priority basis.

UCLA - Each school/college determines eligibility criteria and maximum length of stay for available faculty apartments.

UCSC - About 20% of the faculty apartments are to provide interim housing for new and recently appointed faculty until they are able to locate suitable housing elsewhere or to provide short-term housing for visiting faculty and staff including faculty/instructors in the unit.

UCSD - University employees including faculty/instructors in the unit who are appointed/employed at 50 percent or more time for a period of one academic year are eligible to apply to rent faculty housing on a priority basis.

UCR - Faculty are eligible to apply to rent a limited number of family units in student housing and student apartments.

M. Child Care Programs

Various child care programs exist at the campuses. The eligibility and availability of each of these programs varies substantially from campus to campus.

N. Parking

Eligibility for, availability of and costs for parking vary substantially for each campus.

DIRECTORY OF BENEFIT REPRESENTATIVES

Campus and Medical Center Locations

BERKELEY

Mary DeShaw
Yvonne DeVaughn/Kris DeFrenne
Lupe Vanderberg/Duane Welsch
Personnel Office
2539 Channing Way
University of California
Berkeley, CA 94720
(415) 642-7053, ATSS 8-582-7053

DAVIS

Lisa Austin
Missy Box/Sally Gunter/
Leslye Hayes/Corinne Melzer
Benefits & Risk Management
190 Administration Annex
University of California
Davis, CA 95616
(916) 752-1774, ATSS 8-477-1774

DAVIS MEDICAL CENTER

Joan O'Brien
Mary Wong
C-1026 Camellia Cottage
2315 Stockton Boulevard
Sacramento, CA 95817
(916) 453-3477, ATSS 8-494-3477

IRVINE

Barbara Brown
Karla Fox/Karen mansfield
Personnel Office
142 Administration Building
University of California
Irvine, CA 92717
(714) 856-5206, ATSS 8-687-5206
(714) 856-6986, ATSS 8-687-6986
(714) 856-7135, ATSS 8-687-7135

SAN DIEGO MEDICAL CENTER

Pauline Woods
Benefits, H-912
UC San Diego Medical Center
North Annex, Room 1211
225 Dickinson Street
San Diego, CA 92103
(619) 294-67-0. ATSS 8-695-6709

IRVINE MEDICAL CENTER

Elsie Wateri
Shirley Boughner
Personnel Office
Route 114
UC Irvine Medical Center
101 The City Drive
Orange, CA 92668
(714) 634-5748, ATSS 8-696-5748

LOS ANGELES

Rowena Wilson
Yvonne Gandara/Debbie Kaplan/
Linda Keisu/Peter Rochon/
Rose Zilbert
UCLA Benefit Programs Office
Peter Ueberroth Bldg, Suite 2126
10945 Le Conte Avenue
Los Angeles, Ca 90024
(213) 825-4353, ATSS 8-725-4353

RIVERSIDE

Darlene Powers
Mary Johnson
Personnel Office
1161 Administration Building
University of California
Riverside, CA 92521
(714) 787-4766, ATSS 8-651-4766

SAN DIEGO

Arlene Thichava/Wilma Westmoreland
Compensation & Benefits Division
Q-016, 501 Warren Campus
University of California
La Jolla, CA 92093
(619) 452-2817, ATSS 8-619-452-2817

SANTA BARBARA

Steven Hollander
Belsha Acuna/Colleen Brock/
Diane Koga/Tonia Padilla
Personnel Office
3607-F South Hall
University o California
Santa Barbara, CA 93106
(805) 961-2489, ATSS 8-649-2489

SAN FRANCISCO MEDICAL CENTER

Mary Kahn
Susan Descalso/Judy Kell/
Sandy Norberg/Jill Slocum
Personnel, LH-150
1350 7th Avenue
University of California
San Francisco, CA 94143
(415) 666-1400, ATSS 8-592-1400
(415) 666-1843, ATSS 8-592-1843

SANTA CRUZ

Al Espinosa
Anita Barringer
Personnel
Rooms 145-147
Communications Building
University of California
Santa Cruz, CA 95064
(408) 429-2013, ATSS 8-529-2013

Laboratory Locations

LAWRENCE LIVERMORE - LIVERMORE

Katherine Smith
Valerie Gentry/Joy Hay/
Cindy Jantzen/Carrol Masquelier/
Margy Odell/George Upchurch
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APPENDIX C
Summary of Retirement Plans

For informational purposes only, a brief summary of the University of California Retirement System (UCRS) is provided below. More information can be found in general University benefits publications and individual summary plan descriptions. Contact the local Benefits Office for more information (list shown in Attachment B). Specific eligibility and benefits are governed entirely by the Standing Order of The Regents Relating to UCRS.

The University of California Retirement System (UCRS) is a benefit program that provides monthly retirement, disability, and survivor income for members and their dependents. In general, UCRS membership is required for employees who are appointed to work 50% time or more for one year or more. Employees with visiting appointments that meet these requirements may elect UCRS membership, but are not required to participate. Retirement system membership continues, regardless of changes in appointment, until there is a break in service (e.g.; termination of University employment).

UCRS became coordinated with Social Security on April 1, 1976. All UCRS members hired after that date are also required to participate in Social Security, as are visiting appointees, whether or not they elect UCRS membership.

UCRS provides the following:

-- Retirement benefits based on age, salary, and years of service. Available at age 55 with five years of service, or at age 62 regardless of service. Part of the benefit is automatically continued to eligible survivor(s) after the retired member's death. Additional survivor benefits can be elected at retirement, with a reduction in the member's benefit.

-- Disability benefits based on salary and years of service. For employees who entered UCRS before April 1, 1980 disability benefits are available after two years of service. For employees who entered UCRS on or after April 1, 1980, disability benefits are available after five years of service credit.

-- Survivor benefits based on salary, if death occurs before retirement. Available after two years of service.

All UCRS benefits are funded through University and employee contributions. Contribution rates are established by The Regents. Service credit is proportional to the percentage of time worked in an eligible appointment.

APPENDIX D
Summary of Leaves

Childbearing

Description: Childbearing leave is time off without loss of pay for the perinatal period. Perinatal period is defined as the period before, during, and after childbirth when a woman cannot fill her University obligations because of her physical condition. During this period, no duties are required by the University. Relief from regularly scheduled teaching assignments for a reasonable period of time before and immediately after the perinatal period is available upon request. During this period, other duties may be required. The total period of modified duties plus perinatal period will not normally exceed twelve (12) weeks.

If additional time off is desired it may be requested under other leave with or without pay.

Eligibility: All female faculty/instructors in the unit are eligible for childbearing leave.

Vacation

Description: Vacation is paid time off from University obligations for the purpose of rest and rehabilitation.

Eligibility: Faculty/instructors on nine-month appointments do not accrue vacation.

Faculty/instructors on eleven-month appointments at at least fifty percent for at least six months accrue vacation.

Accrual and Use: Eligible full-time faculty/instructors in the unit accrue vacation at the rate of two (2) working days a month. Eligible part-time faculty/instructors in the unit accrue vacation at a proportionate rate of full time credit.

Vacation allowance shall not accrue during a leave of absence without pay. Vacation credit shall be accrued by a faculty/instructor in the unit on a leave of absence with pay.

Vacation credit may accrue to a maximum of forty-eight (48) working days.

Accrued vacation shall be used at a time or times in keeping with the program of work being conducted by the faculty/instructor in the unit, and approved by the designated University official.

Regularly scheduled days off and University administrative holidays shall not be charged against vacation time.

Except when a campus allows the use of anticipated vacation in times of holiday closures, a faculty/instructor in the unit may not anticipate vacation, that is, vacation is limited to the vacation time actually accrued by the date set for the faculty/instructor's vacation.

Terminal Vacation Pay: A faculty/instructor in the unit who is resigning or otherwise leaving University service and who has been unable to use accrued vacation time, shall be paid for vacation in an amount equal to the salary which would have been received for the vacation period if the faculty/instructor in the unit had continued in University service subject to the following restrictions:

Terminal vacation pay may not exceed forty-eight (48) working days' salary;

A faculty/instructor in the unit who resigns within six (6) months after initial appointment is entitled to terminal vacation pay;

The last day of work shall be the effective date of termination except that a faculty/instructor in the unit who is retiring may use vacation up to the effective date of retirement.

A faculty/instructor in the unit who dies shall have his or her accrued vacation credit paid to his/her designated beneficiary.

Sick Leave

Description: Faculty/instructors in the unit do not accrue sick leave. However, time off for illness, disability, illness of immediate family member, bereavement or injury may be granted under other leaves with and without pay. The faculty/instructor in the unit may be required to submit satisfactory proof of illness or disability.

Eligibility: All faculty/instructors in the unit are eligible to apply for leave with or without pay.

Personal Emergency

Description: Personal emergency leave is a leave with or without pay for natural catastrophes or emergency situations that affect the health and safety or property of the faculty/instructor or member of his/her immediate family. Such leaves shall normally be of short duration.

Eligibility: All faculty/instructors in the unit are eligible to apply for personal emergency leaves in accordance with other leaves with and without pay.

Witness Leave

Description: Witness leave is leave with pay for time spent attending administrative or legal proceedings on behalf of the University or appearing as a subpoenaed witness in an administrative or legal proceeding. Leave shall be granted for the actual time spent in proceedings and in related travel not to exceed the faculty/instructor's normal work day and work week. Leave with pay will not be granted when a faculty/instructor is a plaintiff or defendant in a proceeding unrelated to University employment, is called or subpoenaed as a paid expert witness not on behalf of the University or is called or subpoenaed because of duties for another employer.

Eligibility: All faculty/instructors in the unit are eligible to apply for leaves in accordance with other leaves with and without pay.

Jury Duty

Description: Jury leave is leave with pay to serve on jury duty. Verification of actual service for jury duty shall be provided by the faculty/instructor to the appropriate University official upon request.

Eligibility: All faculty/instructors in the unit are eligible to apply for jury duty leave in accordance with other leaves with pay.

Professional Meetings

Description: Professional leave is leave with or without pay to attend professional meetings. During the period of leave, faculty/instructors shall be responsible for the submission of any course, reports, etc., required during the period of absence.

Eligibility: All faculty instructors are eligible to apply for professional leaves in accordance with other leaves with or without pay.

Military Leave

Description: Military leave is leave with or without pay for ordered attendance of military reserve training duty or ordered or voluntary leave for war, national emergency, national conscription, or service related to national defense. Military leave is not granted for regular weekly or monthly meetings or drills required to maintain reserve status.

Faculty/instructors in the unit shall be entitled to receive salary or compensation for a maximum of 30 calendar days during one fiscal year while engaged in the performance of military duty provided the unit member has been in the service of the University for a full year at 50 percent time or more immediately prior to the

commencement of military leave. Military leave subject to the following restrictions;

Reappointment - The following criteria shall apply to the reappointment of academic appointees following release from the armed services or defense work:

a. Reappointment shall be effective on a date to be determined by agreement between the person on leave and the appropriate University appointing authority. The reappointment should be made as soon as possible after the appointee's service become available to the University.

b. Reappointment after an indefinite military leave shall be subject to the availability of funds. Persons returning from leave shall be given consideration equal to that given to persons currently serving the University.

Military leave of absence may not be granted to unit members:

a. who would not normally be employed at the termination of the period of employment current at the time of the appointee's entry into the military service;

b. who has first been employed in connection with a war project or activity under contract with the United States Government or temporarily established by the University as a result of war emergency; or

c. whose employment is occasioned by granting a leave of absence to another employee of the University.

Eligibility: All faculty/instructors are eligible to apply for military leave of absence with or without pay.

Governmental Service Leave

Description: Governmental service leaves are leaves with or without pay for consultation or other services to governmental agencies.

Full pay may be granted for leaves of absence of thirty (30) calendar days or less when the University determines that such leaves are appropriate and meaningful. Partial pay may be granted for leaves of more than thirty (30) calendar days in exceptional cases when considerations of value to the University are involved.

Governmental agencies as used here refers to an agency of the Federal government, the State of California, a county or city within California; or any part, section, subsidiary, or agency thereof.

No leave of absence with full pay will be granted by the University unless other faculty/instructors in the unit are able and will, without extra compensation, carry on

the duties which the recipient of the leave is unable to perform while on leave.

A faculty/instructor in the unit may apply for a leave of absence by providing information dealing with the disposition of work during the proposed leave, the nature of the service to be rendered to the governmental agency, the amount of compensation to be received from the agency, the length of the leave, and the amount of compensation, if any, sought from the University.

Eligibility: All faculty/instructors are eligible to apply for governmental service leaves with or without pay.

Other Leaves With Pay

Description: Other leaves with pay are leaves granted for good cause. Such leaves shall not exceed one (1) year. Faculty/instructors who wish a leave of absence with pay shall submit a timely request for leave with sufficient specific information to allow the University to make a decision. The application shall identify the period during which he/she wishes to be on leave.

No leave of absence with pay shall be granted to a fiscal-year appointee for more than 30 days for the purpose of attending international conferences and related scholarly activities.

Eligibility: All faculty/instructors are eligible to apply for other leaves with pay.

Other Leaves Without Pay

Description: A faculty/instructor in the unit may apply to the appropriate University administrator for other leaves of absence without pay, which may be granted at the discretion of the University. Such leaves shall normally not exceed one (1) year. In exceptional circumstances, such leaves may be extended at the discretion of the University.

A faculty/instructor in the unit who wishes to apply for leave shall submit a timely request with sufficient information to allow the University to make a decision. The application shall identify the period during which he/she wishes to be on leave.

Eligibility: All faculty/instructors are eligible to apply for other leaves without pay.

APPENDIX E
1985-86 Salary Tables

ASSOCIATES

	Range 1/1/86 Annual	Monthly
ACADEMIC YEAR		
(9-months) (i.e., 1500)	$19,632 - 23,784	$1,636 - 1,982
FISCAL YEAR		
(11-months) (i.e., 1510)	$22,296 - 27,300	$1,858 - 2,275

LECTURERS AND SENIOR LECTURERS WITH CONTINUITY OF EMPLOYMENT

	Range 1/1/86 Annual	Monthly
FISCAL YEAR (11 MONTHS)		
Senior Lecturer with Continuity of Employment (1616)	$46,860 - 80,268	
Lecturer with Continuity of Employment (1619)	$28,680 - 80,268	

OTHER LECTURER TITLES

	Range 1/1/86 Annual	Monthly
ACADEMIC YEAR (9-MONTHS)		
Senior Lecturer (1600) Visiting Senior Lecturer (1601) Senior Adjunct Lecturer (1640)	$39,636 - 65,760	
Lecturer (1605) Visiting Lecturer (1608) Adjunct Lecturer (1630)	$24,348 - 65,760	

FOR SALARY LEVELS WITHIN RANGE -- SEE ACADEMIC STANDARD TABLE OF PAY RATES

OTHER LECTURER TITLES - (continued)

	Range 1/1/86 Annual	Monthly
ACADEMIC YEAR - 1/9TH MONTHLY RATES		
Senior Lecturer (1602) Visiting Senior Lecturer (1604) Senior Adjunct Lecturer (1642)		4,404.00 - 7,306.67
Lecturer (1606) Visiting Lecturer (1609) Adjunct Lecturer (1632)		2,705.33 - 7,306.67

	Range 1/1/86 Annual	Monthly
FISCAL YEAR (11-MONTHS)		
Senior Lecturer (1610) Visiting Senior Lecturer (1611) Senior Adjunct Lecturer (1644)	$45,576 - 78,060	
Lecturer (1615) Visiting Lecturer (1618) Adjunct Lecturer (1634)	$27,888 - 78,060	

OTHER UNIT TITLES

	Range 1/1/86 Annual	Monthly
Nursery School Teacher (2285)	$21,360 - 27,888	$1,780 - 2,324

FOR SALARY LEVELS WITHIN RANGE -- SEE ACADEMIC STANDARD TABLE OF PAY RATES

SUPERVISOR OF TEACHER EDUCATION (Title Code: 2220)
Scale 1-1-86

Classification (Based on Academic Preparation)

		BA I	BA + 12 II	MA III	MA + 12 IV	MA + 24 V	MA + 36 VI
1.	Annual	$23,736	$24,888	$26,052	$26,640	$27,300	$27,888
	Monthly	1,978	2,074	2,171	2,220	2,275	2,324
2.	Annual	24,540	25,680	26,892	27,456	28,044	28,752
	Monthly	2,045	2,140	2,241	2,288	2,337	2,396
3.	Annual	25,476	26,616	27,744	28,308	28,956	29,592
	Monthly	2,123	2,218	2,312	2,359	2,413	2,466
4.	Annual	26,268	27,360	28,608	29,172	29,820	30,444
	Monthly	2,189	2,280	2,384	2,431	2,485	2,537
5.	Annual	27,192	28,284	29,532	30,060	30,720	31,344
	Monthly	2,266	2,357	2,461	2,505	2,560	2,612
6.	Annual	28,008	29,088	30,396	30,900	31,500	32,184
	Monthly	2,334	2,424	2,533	2,575	2,625	2,682
7.	Annual	28,944	30,012	31,212	31,788	32,364	33,036
	Monthly	2,412	2,501	2,601	2,649	2,697	2,753
8.	Annual	29,724	30,864	32,064	32,700	33,276	33,912
	Monthly	2,477	2,572	2,672	2,725	2,773	2,826
9.	Annual	30,696	31,776	32,916	33,492	34,152	34,812
	Monthly	2,558	2,648	2,743	2,791	2,846	2,901
10.	Annual	31,476	32,652	33,732	34,356	34,980	35,604
	Monthly	2,623	2,721	2,811	2,863	2,915	2,967
11.	Annual	32,352	33,468	34,668	35,220	35,760	36,480
	Monthly	2,696	2,789	2,889	2,935	2,980	3,040
12.	Annual	33,228	34,308	35,520	36,108	36,756	37,344
	Monthly	2,769	2,859	2,960	3,009	3,063	3,112

SUPERVISOR OF TEACHER EDUCATION (Title Code: 2220) - (continued)
Scale 1-1-86

Classification (Based on Academic Preparation)

		BA I	BA + 12 II	MA III	MA + 12 IV	MA + 24 V	MA + 36 VI
13.	Annual						38,232
	Monthly						3,186
14.	Annual						39,060
	Monthly						3,255
15.	Annual						39,960
	Monthly						3,330

DEMONSTRATION TEACHER (Title Code: 2210)
Scale 1-1-86

Classification (Based on Academic Preparation)

		BA I	BA + 12 II	MA III	MA + 12 IV	MA + 24 V	MA + 36 VI
1.	Annual	$22,824	$23,892	$25,008	$25,608	$26,196	$26,796
	Monthly	1,902	1,991	2,084	2,134	2,183	2,233
2.	Annual	23,592	24,660	25,812	26,376	26,964	27,588
	Monthly	1,966	2,055	2,151	2,198	2,247	2,299
3.	Annual	24,456	25,548	26,640	27,192	27,792	28,428
	Monthly	2,038	2,129	2,220	2,266	2,316	2,369
4.	Annual	25,236	26,292	27,456	27,984	28,572	29,232
	Monthly	2,103	2,191	2,288	2,332	2,381	2,436
5.	Annual	26,076	27,156	28,308	28,884	29,520	30,108
	Monthly	2,173	2,263	2,359	2,407	2,460	2,509
6.	Annual	26,904	27,924	29,160	29,652	30,276	30,888
	Monthly	2,242	2,327	2,430	2,471	2,523	2,574
7.	Annual	27,744	28,848	29,964	30,468	31,068	31,692
	Monthly	2,312	2,404	2,497	2,539	2,589	2,641
8.	Annual	28,512	29,592	30,816	31,344	31,908	32,508
	Monthly	2,376	2,466	2,568	2,612	2,659	2,709
9.	Annual	29,424	30,444	31,584	32,184	32,748	33,336
	Monthly	2,452	2,537	2,632	2,682	2,729	2,778
10.	Annual	30,264	31,332	32,388	32,976	33,576	34,188
	Monthly	2,522	2,611	2,699	2,748	2,798	2,849
11.	Annual	31,020	32,160	33,276	33,780	34,308	35,004
	Monthly	2,585	2,680	2,773	2,815	2,859	2,917
12.	Annual	31,884	32,940	34,080	34,632	35,200	35,820*
	Monthly	2,657	2,745	2,840	2,886	2,935	2,985

* Allowable only to persons with Doctor's degree

DEMONSTRATION TEACHER (Title Code: 2210) - (conintued)
Scale 1-1-86

Classification (Based on Academic Preparation)

		BA I	BA + 12 II	MA III	MA + 12 IV	MA + 24 V	MA + 36 VI
13.	Annual Monthly						36,708* 3,059
14.	Annual Monthly						37,476* 3,123
15.	Annual Monthly						38,376* 3,198

* Allowable only to persons with Doctor's degree

ACADEMIC STANDARD TABLE OF PAY RATES

Scale 1-1-86

Annual	Monthly	Hourly	1/9th Monthly
$18,420	$1,535	$ 8.82	$2,046.67
18,804	1,567	9.01	2,089.33
19,248	1,604	9.22	2,138.67
19,632	1,636	9.40	2,181.33
20,052	1,671	9.60	2,228.00
20,448	1,704	9.79	2,272.00
20,904	1,742	10.01	2,322.67
21,360	1,780	10.23	2,373.33
21,804	1,817	10.44	2,422.67
22,296	1,858	10.68	2,477.33
22,824	1,902	10.93	2,536.00
23,256	1,938	11.14	2,584.00
23,784	1,982	11.39	2,642.67
24,348	2,029	11.66	2,705.33
24,888	2,074	11.92	2,765.33
25,464	2,122	12.20	2,829.33
26,052	2,171	12.48	2,894.67
26,652	2,221	12.76	2,961.33
27,300	2,275	13.07	3,033.33
27,888	2,324	13.36	3,098.67
28,548	2,379	13.67	3,172.00
29,232	2,436	14.00	3,248.00
29,880	2,490	14.31	3,320.00
30,648	2,554	14.68	3,405.33
31,344	2,612	15.01	3,482.67
32,064	2,672	15.36	3,562.67
32,772	2,731	15.70	3,641.33
33,576	2,798	16.08	3,730.67
34,356	2,863	16.45	3,817.33
35,160	2,930	16.84	3,906.67

ACADEMIC STANDARD TABLE OF PAY RATES - (continued)

Scale 1-1-86

Annual	Monthly	Hourly	1/9th Monthly
36,036	3,003	17.26	4,004.00
36,912	3,076	17.68	4,101.33
37,896	3,158	18.15	4,210.67
38,724	3,227	18.55	4,302.67
39,636	3,303	18.98	4,404.00
40,440	3,370	19.37	4,493.33
41,280	3,440	19.77	4,586.67
42,432	3,536	20.32	4,714.67
43,560	3,630	20.86	4,840.00
44,448	3,704	21.29	4,938.67
45,576	3,798	21.83	5,064.00
46,764	3,897	22.40	5,196.00
47,820	3,985	22.90	5,313.33
48,720	4,060	23.33	5,413.33
49,860	4,155	23.88	5,540.00
51,252	4,271	24.55	5,694.67
52,404	4,367	25.10	5,822.67
53,580	4,465	25.66	5,953.33
54,708	4,559	26.20	6,078.67
56,124	4,677	26.88	6,236.00
57,228	4,769	27.41	6,358.67
58,368	4,864	27.95	6,485.33
59,796	4,983	28.64	6,644.00
61,284	5,107	29.35	6,809.33
62,664	5,222	30.01	6,962.67
64,068	5,339	30.68	7,118.67
65,760	5,480	31.49	7,306.67
67,548	5,629	32.35	7,505.33
69,192	5,766	33.14	7,688.00
70,824	5,902	33.92	7,869.33

ACADEMIC STANDARD TABLE OF PAY RATES - (continued)

Scale 1-1-86

Annual	Monthly	Hourly	1/9th Monthly
72,600	6,050	34.77	8,066.67
74,376	6,198	35.62	8,264.00
76,212	6,351	36.50	8,468.00
78,060	6,505	37.39	8,673.33
79,992	6,666	38.31	8,888.00
81,960	6,830	39.25	9,106.67

APPENDIX F
1986-87 Salary Tables

ASSOCIATES

	Range 7/1/86 Annual	Monthly
ACADEMIC YEAR		
(9-months) (i.e., 1500)	20,616 - 24,972	1,718 - 2,081
FISCAL YEAR		
(11-months) (i.e., 1510)	23,412 - 28,668	1,951 - 2,389

LECTURERS AND SENIOR LECTURERS WITH CONTINUITY OF EMPLOYMENT

	Range 7/1/86 Annual	Monthly
FISCAL YEAR (11 MONTHS)		
Senior Lecturer with Continuity of Employment (1616)	49,200 - 84,276	
Lecturer with Continuity of Employment (1619)	30,120 - 84,276	

OTHER LECTURER TITLES

	Range 7/1/86 Annual	Monthly
ACADEMIC YEAR (9-MONTHS)		
Senior Lecturer (1600) Visiting Senior Lecturer (1601) Senior Adjunct Lecturer (1640)	41,616 - 69,048	
Lecturer (1605) Visiting Lecturer (1608) Adjunct Lecturer (1630)	25,560 - 69,048	

FOR SALARY LEVELS WITHIN RANGE -- SEE ACADEMIC STANDARD TABLE OF PAY RATES

OTHER LECTURER TITLES - (continued)

	Range 7/1/86 Annual	Monthly
ACADEMIC YEAR - 1/9TH MONTHLY RATES		
Senior Lecturer (1602) Visiting Senior Lecturer (1604) Senior Adjunct Lecturer (1642)		4,624 - 7,672
Lecturer (1606) Visiting Lecturer (1609) Adjunct Lecturer (1632)		2,840 - 7,672

	Range 7/1/86 Annual	Monthly
FISCAL YEAR (11-MONTHS)		
Senior Lecturer (1610) Visiting Senior Lecturer (1611) Senior Adjunct Lecturer (1644)	47,856 - 81,960	
Lecturer (1615) Visiting Lecturer (1618) Adjunct Lecturer (1634)	29,280 - 81,960	

OTHER UNIT TITLES

	Range 7/1/86 Annual	Monthly
Nursery School Teacher (2285)	22,428 - 29,280	1,869 - 2,440

FOR SALARY LEVELS WITHIN RANGE -- SEE ACADEMIC STANDARD TABLE OF PAY RATES

SUPERVISOR OF TEACHER EDUCATION (Title Code: 2220)
Scale 7-1-86

Classification (Based on Academic Preparation)

		BA I	BA + 12 II	MA III	MA + 12 IV	MA + 24 V	MA + 36 VI
1.	Annual	$24,924	26,136	27,360	27,972	28,668	29,280
	Monthly	2,077	2,178	2,280	2,331	2,389	2,440
2.	Annual	25,764	26,964	28,236	28,824	29,448	30,192
	Monthly	2,147	2,247	2,353	2,402	2,454	2,516
3.	Annual	26,748	27,948	29,136	29,724	30,408	31,068
	Monthly	2,229	2,329	2,428	2,477	2,534	2,589
4.	Annual	27,576	28,728	30,036	30,636	31,308	31,968
	Monthly	2,298	2,394	2,503	2,553	2,609	2,664
5.	Annual	28,548	29,700	31,008	31,560	32,256	32,916
	Monthly	2,379	2,475	2,584	2,630	2,688	2,743
6.	Annual	29,412	30,540	31,920	32,448	33,072	33,792
	Monthly	2,451	2,545	2,660	2,704	2,756	2,816
7.	Annual	30,396	31,512	32,772	33,372	33,984	34,692
	Monthly	2,533	2,626	2,731	2,781	2,832	2,891
8.	Annual	31,212	32,412	33,672	34,332	34,944	35,604
	Monthly	2,601	2,701	2,806	2,861	2,912	2,967
9.	Annual	32,232	33,360	34,560	35,172	35,856	36,552
	Monthly	2,686	2,780	2,880	2,931	2,988	3,046
10.	Annual	33,048	34,284	35,424	36,072	36,732	37,380
	Monthly	2,754	2,857	2,952	3,006	3,061	3,115
11.	Annual	33,972	35,136	36,396	36,984	37,548	38,304
	Monthly	2,831	2,928	3,033	3,082	3,129	3,192
12.	Annual	34,884	36,024	37,296	37,908	38,592	39,216
	Monthly	2,907	3,002	3,108	3,159	3,216	3,268

SUPERVISOR OF TEACHER EDUCATION (Title Code: 2220) - (continued)
Scale 7-1-86

Classification (Based on Academic Preparation)

		BA I	BA + 12 II	MA III	MA + 12 IV	MA + 24 V	MA + 36 VI
13.	Annual						40,140
	Monthly						3,345
14.	Annual						41,016
	Monthly						3,418
15.	Annual						41,964
	Monthly						3,497

DEMONSTRATION TEACHER (Title Code: 2210)
Scale 7-1-86

Classification (Based on Academic Preparation)

		BA I	BA + 12 II	MA III	MA + 12 IV	MA + 24 V	MA + 36 VI
1.	Annual	$23,964	25,092	26,256	26,892	27,504	28,140
	Monthly	1,997	2,091	2,188	2,241	2,292	2,345
2.	Annual	24,768	25,896	27,108	27,696	28,308	28,968
	Monthly	2,064	2,158	2,259	2,308	2,359	2,414
3.	Annual	25,680	26,820	27,972	28,548	29,184	29,844
	Monthly	2,140	2,235	2,331	2,379	2,432	2,487
4.	Annual	26,496	27,612	28,824	29,388	30,000	30,696
	Monthly	2,208	2,301	2,402	2,449	2,500	2,558
5.	Annual	27,384	28,512	29,724	30,324	30,996	31,608
	Monthly	2,282	2,376	2,477	2,527	2,583	2,634
6.	Annual	28,248	29,316	30,624	31,140	31,788	32,436
	Monthly	2,354	2,443	2,552	2,595	2,649	2,703
7.	Annual	29,136	30,288	31,464	31,992	32,616	33,276
	Monthly	2,428	2,524	2,622	2,666	2,718	2,773
8.	Annual	29,940	31,068	32,352	32,916	33,504	34,128
	Monthly	2,495	2,589	2,696	2,743	2,792	2,844
9.	Annual	30,900	31,968	33,163	33,792	34,380	35,004
	Monthly	2,575	2,664	2,764	2,816	2,865	2,917
10.	Annual	31,776	32,904	34,008	34,620	35,256	35,892
	Monthly	2,648	2,742	2,834	2,885	2,938	2,991
11.	Annual	32,568	33,768	34,944	35,472	36,024	36,756
	Monthly	2,714	2,814	2,912	2,956	3,002	3,063
12.	Annual	33,480	34,584	35,784	36,360	36,984	37,608*
	Monthly	2,790	2,882	2,982	3,030	3,082	3,134

* Allowable only to persons with Doctor's degree

DEMONSTRATION TEACHER (Title Code: 2210) - (conintued)
Scale 7-1-86

Classification (Based on Academic Preparation)

		BA I	BA + 12 II	MA III	MA + 12 IV	MA + 24 V	MA + 36 VI
13.	Annual						38,544*
	Monthly						3,212
14.	Annual						39,348*
	Monthly						3,279
15.	Annual						40,296*
	Monthly						3,358

* Allowable only to persons with Doctor's degree

ACADEMIC STANDARD TABLE OF PAY RATES

Scale 7-1-86

Annual	Monthly	Hourly	1/9th Monthly
$19,344	$1,612	$ 9.26	$2,149.33
19,740	1,645	9.45	2,193.33
20,208	1,684	9.68	2,245.33
20,616	1,718	9.87	2,290.67
21,060	1,755	10.09	2,340.00
21,468	1,789	10.28	2,385.33
21,948	1,829	10.51	2,438.67
22,428	1,869	10.74	2,492.00
22,896	1,908	10.97	2,544.00
23,412	1,951	11.21	2,601.33
23.964	1,997	11.48	2,662.76
24,420	2,035	11.70	2,713.33
24,972	2,081	11.96	2,774.67
25,560	2,130	12.24	2,840.00
26,136	2,178	12.52	2,904.00
26,736	2,228	12.80	2,970.67
27,360	2,280	13.10	3,040.00
27,984	2,332	13.40	3,109.33
28,668	2,389	13.73	3,185.33
29,280	2,440	14.02	3,253.33
29,976	2,498	14.36	3,330.67
30,696	2,558	14.70	3,410.67
31,380	2,615	15.03	3,486.67
32,184	2,682	15.41	3,576.00
32,916	2,743	15.76	3,657.33
33,672	2,806	16.13	3,741.33
34,416	2,868	16.48	3,824.00
35,256	2,938	16.89	3,917.33
36,072	3,006	17.28	4,008.00
36,924	3,077	17.68	4,102.67

ACADEMIC STANDARD TABLE OF PAY RATES - (continued)

Scale 7-1-86

Annual	Monthly	Hourly	1/9th Monthly
37,836	3,153	18.12	4,204.00
38,760	3,230	18.56	4,306.67
39,792	3,316	19.06	4,421.33
40,656	3,388	19.47	4,517.33
41,616	3,468	19.93	4,624.00
42,468	3,539	20.34	4,718.67
43,344	3,612	20.76	4,816.00
44,556	3,713	21.34	4,950.67
45,744	3,812	21.91	5,082.67
46,668	3,889	22.35	5,185.33
47,856	3,988	22.92	5,317.33
49,104	4,092	23.52	5,456.00
50,208	4,184	24.05	5,578.67
51,156	4,263	24.50	5,684.00
52,356	4,363	25.07	5,817.33
53,820	4,485	25.78	5,980.00
55,020	4,585	26.35	6,113.33
56,256	4,788	26.94	6,250.67
57,444	4,787	27.51	6,382.67
58,932	4,911	28.22	6,548.00
60,084	5,007	28.78	6,676.00
61,284	5,107	29.35	6,809.33
62,784	5,232	30.07	6,976.00
64,344	5,362	30.82	7,149.33
65,796	5,483	31.51	7,310.67
67,272	5,606	32.22	7,474.67
69,048	5,754	33.07	7,672.00
70,920	5,910	33.97	7,880.00
72,648	6,054	35.79	8,072.00
74,364	6,197	35.61	8,262.67

ACADEMIC STANDARD TABLE OF PAY RATES - (continued)

Scale 7-1-86

Annual	Monthly	Hourly	1/9th Monthly
76,236	6,353	36.51	8,470.67
78,096	6,508	37.40	8,677.33
80,028	6,669	38.33	8,892.00
81,960	6,830	39.25	9,106.67
83,988	6,999	40.22	9,332.00
86,064	7,172	41.22	9,562.67

APPENDIX G
Unit Titles Not Considered Faculty

Title Name	Title Code
Assistant in Summer Session	1555
Demonstration Teacher	2210
Nursery School Teacher	2285
Substitute Teacher	2427
Teacher - Special Programs	2460
Teacher - Lawrence Hall of Science	2650

APPENDIX H
Sexual Harassment Complaint Resolution Officers

Berkeley

Frances Ferguson
Associate Professor
200 California Hall
University of California
Berkeley, California 94720
(415) 642-7609

Davis

Dennis Shimek
Associate Vice Chancellor -
Academic Affairs
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Irvine

Carla Espinoza
Assistant Vice Chancellor -
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Los Angeles

Dr. Jeanne Giovannoni
Associate Vice Chancellor -
Faculty Relations
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Riverside

Peggy Kerley
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Riverside, California 92521
(714) 787-5604

San Diego

Quelda Wilson
Assistant Vice Chancellor
Staff Personnel Office
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Rena Grant
Chancellor's Office
McHenry Library
University of California
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Lawrence Livermore National Laboratory

see Davis

ACKNOWLEDGMENT

This Memorandum of Understanding was prepared by
Ms. Cynthia Daniels,
Office of Labor Relations.